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ORIGINAL PRECEDENTS

IN

CONVEYANCING,

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OF THE LATE

JOHN JOSEPH POWELL, Esq.

**AUTHOR OF THE LAW OF MORTGAGES, WILLS, AND
OTHER VALUABLE LAW TREATISES.**

Revised and Corrected:

WITH

NOTES AND REMARKS,

EXPLANATORY OF THE

**NATURE AND EFFICACY OF THE SEVERAL DEEDS AND
OTHER ASSURANCES CONTAINED IN THE
COLLECTION.**

***By* CHARLES BARTON,**

OF THE INNER TEMPLE, Esq.

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OF
A DEED
OF
LEASE AND RELEASE.

THE conveyance by lease and release, is, comparatively speaking, of but modern date; having taken its origin, and deriving its operation chiefly from the stat. of 27 Hen. 8. (a). usually called the Statute of Uses; and though the efficacy of this mode of Conveyance (which is said to have been first introduced by sir Fran. Moore,) was at first greatly doubted, 2 *Blac. Com.* 338. 2 *Mod.* 252. 2 *Fonb Eq.* 8vo. 12, yet its validity has now from long use, if not from principle, become too firmly established to admit of question.

The nature of the Conveyance by Lease and Release is most perspicuously explained by Mr. Butler, in his incomparable annotations upon *Co. Lit.* and particularly 271, b. n. 1. where he observes, that, "As the form of this Conveyance was originally derived from the common law, it is necessary therefore to distinguish in what respects it operates as a common law conveyance, and in

(a) See *Elem. Conv.* Bk. ii. p. iii. ch. vi.

what under the statute of uses. At common law, when the usual mode of conveyance was by feoffment, with livery of seisin, if there was a tenant in possession, so that livery could not be made, the reversion was granted, and the tenant attorned to the reversioner; as by this mode the reversion or remainder of an estate might be conveyed without livery, when it depended on an estate previously existing, it was natural to proceed one step further, and to create a particular estate, for the express and sole purpose of conveying the reversion, and then by a surrender or release, either of the particular estate to the reversioner, or of the reversion to the particular tenant, the whole fee vested in the surrenderee or releasee. It was afterwards observed, that there was no necessity to grant the reversion to a stranger; and that if a particular estate was made to the person to whom it was proposed to convey the fee, the reversion might be immediately released to him; which release operating by way of enlargement, would give the releasee the fee. In all these cases, the particular estate was only an estate for years; for, at the common law, the ceremony of seisin is as necessary to create an estate of freehold, as it is to create an estate of inheritance; But still an actual entry would be necessary on the part of the particular tenant; for without actual possession the lessee is not capable of a release operating by way of enlargement. But this necessity of entry for the purpose of obtaining the possession was superseded or made unnecessary by the statute of uses; for by that statute the possession was immediately transferred to the *cestui que use*; so that a bargainee under that statute is as much in possession, and as much capable of a release before or without entry as a lessee is at common law after entry. All, therefore, that remained to be done, to avoid, on the one hand, the necessity of livery of seisin from the grantor, and on the other, the necessity of an actual entry on the part of the grantee, was, that the particular estate,

(which; for the reasons above mentioned, should be an estate for years,) should be so framed as to be a bargain and sale within the statute. Originally it was made in such a manner, as to be both a lease at the common law, and a bargain and sale within the statute. But as it has been held, that where conveyances may operate both by the common law and statute, they shall be considered to operate by the common law, (See *Ld. Altham v. E. of Anglesey*, *Gilb. Rep.* 17.) it became the practice to insert among the operative words, the words Bargain and Sale. In fact it is more accurate to insert no other operative words, and to express that the bargain and sale, or lease, is made to the intent and purpose, that thereby, and by the statute of uses, the lessee may be capable of a release. The Bargain and Sale, therefore, or the lease for a year, as it is generally called, operates, and the Bargainee is in the possession by the statute; the re-lease operates by enlarging the estate or possession of the bargainee to a fee; this is at common law, and if the use be declared to the releasee in fee simple, it continues an estate at the common law; but if the use is declared to a third person, the statute again intervenes, annexes, or transfers the possession to him to whom the use is declared. It has been said that the possession of the bargainee under the lease is not so properly merged, as enlarged by the release, but at all events it does not after the release exist distinct from the estate passed by the release: (a) as the operation of

(a) A short but very clear explanation of the conveyance by lease and release is also given by sir Wm. Blackstone in his invaluable commentaries; which, as it is of the first importance, that the student should have a clear conception of this mode of conveyance, on account of its great frequency in practice, I shall transcribe, in addition to the above observations. The conveyance by lease and release is thus conveyed; a lease, or rather bargain and sale upon some pecuniary

a lease and re-lease depends upon a lease or bargain and sale, the grantor must be a person capable at law of being seised to an use, otherwise the release will be void for want of possession in the re-lessee. By some very respectable authorities it has been said that a corporation cannot be seised to an use, (see authorities cited *supra*). To avoid doubt upon this subject it seems advisable, that corporations should convey by feoffment, or by a lease and release, with an actual entry by the lessee previous to the release, after which the re-lease will pass the reversion. It may also be observed, that in exchanges if one of the parties die before the exchange is executed by entry, the exchange is void, but if the exchange be made by lease and release this inconvenience is prevented, as the statute executes the possession without entry, and all incidents annexed to an exchange at common law will be preserved. See further on the nature and operation of this species of conveyance, *ib.* 207, *a.* *Elem. Con.* bk. ii. par. iii. chap. vi. bk. iv. par. iii. chap. iii. also *Shep. Touch.* 221, *n.* (1) *Lil. Con.* 227. 2 *Black. Com.* 338. *Saund. Uses*, 68.

consideration, for one year, is made by the tenant of the freehold to the lessee or bargainee: now this without any enrolment, makes the bargainer stand seised to the use of the bargainee, and vests in the bargainee the use of the term for a year; and then the statute immediately annexes the possession. He therefore being thus in possession is capable of receiving a release of the freehold and reversion, and accordingly the next day a release is granted to him. This is held to supply the place of livery of seisin: and so a conveyance by lease and re-lease is said to amount to a feoffment. 2 *Com.* 338. But see a material difference between these two species of assurances noticed, *Co. Lit.* 207, *a.* *n.* (3).

PRECEDENTS

OF

DEEDS OF LEASE AND RELEASE.

Leaf [redacted] Release of Freehold, and Covenant to surrender Copyhold Estates, by Owners (being Husband and Wife), and Trustees.

THIS INDENTURE quadripartite, made, &c. between B. E. of, &c. and M. his wife (a), S. W. of, &c. P. C. of, &c. (trustees, &c.) of the first part, M. S. of, &c. of the second part, and M. G. of, &c. of the third part. [Recitals] (b). Now THIS INDENTURE WITNESSETH, that in pursuance of the said agreement hereinbefore recited, and also for and in consideration of the sum of — of lawful cur-

(a) Name of grantor omitted, supplied by indentment.
2 Vent. 142.

(b) Recital of a deed or will is no proof of its having existed. *Vaugh.* 74. 82. 10 Co. 92. *Comp.* 596.

Deed enrolled in public office, but lost, attested copy above 100 years old held sufficient, having been in public office. Quere if in private hands. See 2 Atk. 541, and cases there cited.

LEASE AND RELEASE.

**PUR-
CHASERS.**

Consideration.

rent money (a) of *Great Britain*, to the said *B. E.* in hand paid by the said *M. G.* before the sealing and delivery of these presents, by the consent, direction, and appointment of the said *S. W.* testified by his being a party to the sealing and delivery of these presents, the receipt whereof the said *B. E.* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit release, exonerate, and for ever discharge the said *M. G.* his heirs, executors, and administrators and every of them, by these presents (b); and also for and in consideration of the further sum of —, of like money, by the said *M. G.* with the like consent and direction of the said *S. W.* testified as aforesaid, paid into the Bank of *England*, with the privity of the accountant-general of the said court, which said sum of — and — amounting in the whole to the sum of —, is the full consideration for the absolute purchase of the several messuages, lands, tenements, and hereditaments hereinafter mentioned to be granted released, and covenanted to be surrendered; and also for and in consideration of the further sum of —, a piece of like lawful money, to the said *S. R. S. W. P. C.* and *B. E.* in hand also paid by the said *M. G.* before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said *S. R. S. W. P. C.* and *B. E.* by and with the consent, direction and appointment, as well of the said *M. G.* as of

(a) As to what shall be deemed current money, see *Dav. 27.*

(b) Nature of a consideration, and what satisfactory proof of it, see 1 *Atk. 190.* Of the necessity of a consideration see *ante*, vol. 1. p. 34, 60. and 2 *Lev. 147.* 1 *Ch. Ca. 100* 217. As to proof of payment of money against a purchaser vide 1 *Ch. Ca. 119.* Payment of purchase-money presume after 40 years., *Ch. Rep. 50.*

the said *B. E.* party hereto, and *M.* his wife (testified by their being parties to, and sealing and delivering these presents), HAVE, and each and every of them HATH granted (*a*), bargained, sold, aliened, released, and confirmed (*b*), and by these presents they the said *S. R. S. W. P. C.* and *B. E.* do, and each and every of them doth bargain, sell, alien, release, and confirm; and also the said *B. E.* and *M.* his wife, do, and each of them doth, grant, bargain, sell, alien, release, and confirm, unto the said *M. G.* in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said *R. S. S. W. P. C.* and *B. E.* and *B. I.* parties hereto, and *M.* his wife, for — consideration, by indenture bearing date the day next before the day of the date of these presents, and executed before the sealing and delivery hereof, for one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring uses into possession (*c*), and (*d*) to his heirs and assigns (*e*), all that and those capital

PUR-
CHASERS.Grant, release,
&c.

(*a*) See the force of this word, *post* next precedent. Also 2 *Saund.* 96. 1 *Sid.* 452. *Carth.* 98.

(*b*) 9 *Co.* 141, *a. b.* 142, *a.*

(*c*) This recital is evidence against the releasor, and all claiming under him, though not as against any others. See 1 *Salk.* 285. Upon points of the same kind, see *Ford v. Lord Grey.* 8 *Mod.* 45. which might be understood only in respect of strangers. *Annandale v. Harris.* 2 *P. Williams*, 432. *Dillon v. Crawley.* 12 *Mod.* 500.

Though lease for years be wanting or lost, it is said not at all to concern the substance of the conveyance, if a consideration be proved; for the release will amount to a covenant to stand seised. 1 *Atk.* 191. But this seems to be a mistake, unless the release be enrolled. See *Lit. Con.* 361.

(*d*) See the force of copulative words, 1 *Plow.* 286 *b.* 288 *b.* 289 *a.* 3 *Mod.* 235.

(*e*) 5 *Co.* 96 *b.* 97 *a.* *Plow.* 287 *b.* 288. *Comb.* 249.

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messuages (*a*), &c. &c. late (*b*) in the tenure or occupation, &c. (*c*), and also all, &c. called or known by the name, &c. (*d*), containing by estimation — acres more or less (*e*), and all other the messuages, cottages, arable and other land (*f*), meadow, pasture-ground, ley-ground, tenements, and hereditaments whatsoever (*g*), howsoever the same have been exchanged or intermixed the one with the other of them, of the said *B. E.* party hereto, and *M.* his wife, or either of them, or wherein they, or any (*b*) person or persons in trust for them, or either of them, have or hath any estate of freehold or inheritance in possession, reversion, remainder, or expectancy, situated, standing, lying, or being in the parishes of — aforesaid, and —, in the said county of —, or either of them, or howsoever otherwise, or by whatso-

(*a*) The meaning of messuages, see 1 *Cro.* 41. 346. 3 *Ib.* 15. 313. *Moor.* 221. 2 *Saund.* 401. 3 *Atk.* 82. 1 *Plow.* 190 *b.* 2 *Co.* 47. 2 *Bull.* 258.

(*b*) 2 *Co.* 47.

(*c*) *Plow.* 541 *b.* 542, 543.

(*d*) 6 *Co.* 66 *a.* 1 *Plow.* 104 *a.* 150 *b.* *Vaugh.* 174.

(*e*) *Vaugh.* 35.

(*f*) As to what passes by land, see *Cro. Eliz.* 47 *b.* 1 *Vent.* 260. *Luc.* 525, 526, 528. *Cro. Eliz.* 476. Grant, &c. of all a man's lands, &c. carries all his estate, and interest therein, less than fee simple. *Skinner.* 539, 540.

But if one seised of lands in fee, and leases in a given place, conveys the estates as he has in fee by special name, and then come the general words "and all other his lands and tenements" whatsoever in that place, to another and his heirs, the leasehold will not pass by reason of the word "heirs" only being used. *Edwards v. Denton, Moore* 832. which shows that nothing was meant to pass but what would go to heirs.

If particular description of the parcels, but the title misstated, the grantee shall take such estate therein as the grantor hath. *Skinner* 540.

(*g*) As to what will pass by these words, see *Moore* 24. 221. 1 *Cro.* 41. 346. 3 *Ib.* 15, 16. 113. 114. 3 *Atk.* 82. 2 *Saund.* 401. *Skin.* 632. *Cro. Eliz.* 39.

(*h*) 1 *Plow.* 83.

ever other name or names the said messuages, or tenements, lands, closes, hereditaments, and premises, or any of them, or any part or parts of any of them, now are or is, or at any time or times heretofore, hath or have been situated, lying, and being abutted, bounded, or described, parted, altered, divided, distinguished, called, tenant, or known, &c. (a), together with all houses,

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(a) An exception is a clause in a deed by which the grantor excepts something out of that which was before granted. *Co. Lit.* 47. *Plow.* 361. 195. *Dy.* 59. *Perk.* 625. and being the words of the grantor, it shall be strictly construed against him. 10 *Co.* 106 b.

This may be introduced in any part of the deed; but it generally and most properly immediately follows what is usually denominated the *parcels*, or a description of the thing granted.

The requisites to constitute a good exception are, 1. That it be made by such words or expressions as clearly imply a reservation, or a severance from the thing intended to pass. *Perk.* 62. *Plow.* 19. *Co. Lit.* 47. The words usually employed for this purpose are, "save and except," or, "except and always reserved." There is, however, a difference in the legal import of these words. See a *Raym.* 359. *Plow.* 361. 2. It must be part of the thing granted, and not of a thing separate and unconnected with it, as an exception of *tithes*, in a grant of a *manor* or lands, is void. *Perk.* 639. *Plow.* 67. 361. 370. *Dy.* 59. 3. It must be of the smaller part of the thing granted, and not of the greater part, or of the substance of the thing itself, or the *chief incidents*. *Dorel. v. Collins, Cro. Eliz.* 6. *Co. Lit.* 47. *Dy.* 97. 264. *Co. Lit.* 47. *Plow.* 103, 104. 153. *Doct. and Stud.* 98. Therefore if a man grant two manors, or two acres, excepting one of them, *Dy.* 59. 263, as if in the grant of a manor, the *profits* or the *services* (unless it be the services of a particular tenant only) are excepted; or if a close of *meadow* land, reserving the *grafs*, these exceptions will be void. And so it is said a man cannot grant an *estate*, or interest, and reserve a part of it, as an *estate* for life, in a grant in fee, *Shep. T.* 79. or the presentation for life, in the grant of an *advowson*, but see *Plow.* 524. *Dy.* 264. where an exception of the profits of a mill for life of the lessor was held to be good in the grant of the mill for years. *Sed quare.* 4. It must be of a thing which is in its nature capable of being severed from the thing granted. An *advowson* or a common *appendant* cannot be excepted out of the grant of a manor or lands; or of the

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CHASERS.

General words.

out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, back-fides, hedges, ditches, trees, fences, balks, ways, passages (*a*), water, water-courses, easements, profits, privileges, commons (*b*), rights of common, common of pasture, enclosures incompassing or inclosing the said premises, or any part thereof, heath (*c*), goods and chattels of felons (*d*), view of frankpledge, advantages, commodities (*e*), hereditaments (*f*), and appurtenances whatsoever, to the said messuages, tenements, closes, woods, lands, grounds, hereditaments, and premises, hereby granted and released, or intended so to be, or to any or either of them, or to any part or parts thereof belonging, or in

court baron in the grant of a manor. *Co. Lit.* 150. 5. It must be of that which properly and legally belongs to the exceptor. 5 *Co.* 12 *b*. An exception of *trees*, &c. therefore, in the assignment of a lease by a lessee, would be nugatory, those not belonging to the lessee, but to the owner of the inheritance. 6. The exception must be of a *particular* out of a *general* thing, and not of a *particular* out of a *particular* thing; as if a man grant White Acre and Black Acre, excepting White Acre; or twenty acres of land, by name and description, and except one of them, the exceptions will be void. *Co. Lit.* 47. *Plow.* 53. 7. The thing excepted must be accurately described and set forth. A grant therefore of an house, excepting one room, or of land, excepting one acre, generally, it will not be in the election of the grantee to take any room or acre that he shall choose, but the exception will be void. *Perk.* 641, 643. See further of exceptions, *Shep. T.* 78. *Com. Dig. Fash.* (E 5.)

(*a*) 8 *Co.* 47 *b*.

(*b*) *Vaugh.* 255. *Lucas* 184, 185.

(*c*) 2 *Inft.* 656.

(*d*) 5 *Co.* 109 *a*. 110 *b*. 9 *Ib.* 27 *a*.

(*e*) 6 *Co.* 77 *b*.

(*f*) 1 *Co.* 121 *a*. 3 *Ib.* 2, 4, 8. 7 *Ib.* 33, 34. 1 *Inft.* 6 *a*. 16 *a*. 383 *a. b*. *Dy.* 323. *pl.* 30. 250 *pl.* 20. 21. *Salk.* 349. *Luc.* 236. *Cro. Eliz.* 39.

any wife appertaining (a), or therewith, or with any of them, or with any part thereof, now or at any time or times heretofore, set, let, used, occupied, or enjoyed, or accepted, reputed (b), taken or known as part, parcel, or member thereof (c), or of any part thereof, and the reversion and reversions (d), remainder and remainders (e), yearly and other rents (f), issues, and profits, of all and singular the said messuages, or tenements, lands, closes, woods, hereditaments, and premises, hereinbefore particularly mentioned, and hereby granted and released, or intended so to be, with their and every of their appurtenances; and also all the estate (g), right (b), title, use, trust, inheritance, property (i), claim, and demand whatsoever, as well at law as in equity, and in possession (k), remainder, reversion, expectancy, possibility (l), or otherwise howsoever, of them

PUR-
CHASERS.

(a) As to length of time to give the character of appurtenances, see *Palmer*. 375, 376. *Loftus v. Barker*. And, for the meaning of the word *appertaining*, and its different applications and operation, see *Vaugh.* 108, 109. And see *Cro. Car.* 17. 308. *Cart.* 17, 18. 4 *Co.* 38 a. 10 *Ib.* 63 to 66. *Lit. Rep.* 6. &c. 3 *Atk.* 82.

(b) 6 *Co.* 66 a. *Vaugh.* 109. *Dy.* 362. *pl.* 17.

(c) These words will pass leasehold lands, which answer this description as well as freehold, especially against a releasor. 1 *H. Black. Rep.* 25.

(d) *Plow.* 196, 197. 151. &c.

(e) *Vaugh.* 269, 279. *Mod.* 112. *Luc.* 94.

(f) The general word rents will carry the fee rents of a manor; and they will also pass by the word manor. 2 *Atk.* 184.

(g) *Hob.* 276. *Styl.* 281. *Skin.* 194. 6 *Mod.* 107, 109, 110. 2 *P. Williams*, 335.

(h) *Plow.* 487.

(i) *Luc.* 143.

(k) 1 *Jones* 102.

(l) 10 *Co.* 47 b. 48 a. 5 *Ib.* 2 a.

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the said *B. E.* and *M.* his wife, *R. S. S. W. P. C.* and *B. E.* and each and every of them, of, in, to or out of the said messuages or tenements, land closes, woods, hereditaments and premises herel granted and released, or intended so to be, as every or any of them, and every or any part parcel thereof, together with all deeds (*a*), evidences and writings, escripts, copies of court rolls, and monuments whatsoever, touching and concerning the said several freehold messuages or tenement closes, woods, lands, hereditaments and premises hereinbefore mentioned, and hereby released, or intended so to be, or any of them, or touching or concerning the title of the customary or copy hold messuages and hereditaments hereinafter covenanted to be surrendered to the use of the said *M. G.* and his heirs; and true copies of all such deeds, evidences and writings which concern the said premises jointly with any other messuages lands, tenements, or hereditaments, now in the custody or power (*b*) of them the said *B. E.* party hereto, and *M.* his wife, *R. S. S. W. P. C.* or *B. E.* or any or either of them, or which they or any or either of them can come by, without suit at law or in equity (*c*), such copies to be made at the costs of the said *M. G.* his heirs or assigns.

Habendum (*d*) TO HAVE AND TO HOLD (*d*) the said messuages

(*a*) It is always prudent to take a grant of title deeds; for, without such grant, a purchaser or mortgagee cannot call for them, although the vendor or mortgagor obtain them. See *v. Field*, 2 *T. Rep.* 708.

(*b*) 6 *Co.* 33 *a.*

(*c*) See *Casse v. Waterhouse*, *Proc. Ch.* 29.

(*d*) 6 *Co.* 5 *b.* 6 *a.* 7 *a.*

(1) All that precedes the habendum of a deed is usually styled the *premises*, i. e. *præmentionata*; though the word is sometimes, but improperly, used to denote the subject of the grant or agreement. *Shep. T.* c. 6.

tenements (a), closes, woods, lands, hereditaments and premises (b) hereinbefore mentioned and described, and hereby (c) granted and re-

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The proper office or use of this part of the deed is to explain, by appropriate recitals, the object of the grant; to name and define the grantor and grantee; to comprise and accurately define, either by express descriptions, or by such as by reference may be reduced to a certainty, the subject of the grant, and the thing excepted, if any, out of the grant; and in this part of the deed is also usually, though unnecessarily, mentioned the estate, or quantity of interest, intended to be conveyed to the grantee.

For the exposition and operation of the habendum, how far it may enlarge, abridge, explain, or qualify the premises, see *Shep. Touch. ch. 5.* 2 *Blac. Com.* 298.

The habendum properly succeeds the premises in a deed, and generally comprises a short repetition of the description of the thing granted. This, however, is not necessary, the proper office of the habendum being to specify the quantity of estate or interest which it is intended the grantee should possess in the lands, and under the grantee, to what use or purpose, and in what manner, See 2 *Co.* 55 a. b. 5 *Ib.* 7 b. 9 *Ib.* 47 b. 48 a. 10 *Ib.* 107 b. 1 *Plow.* 196 b. 197. 151 a. *Comb.* 330, 339.

The tenendum in a deed was formerly used to denote of whom, and by what tenure or services the estate granted was holden. *Co. Lit.* 6. 9 *Co.* 130. But when those were by the statute *Quia emptores* (12 *Car.* 2. c. 24.) reduced into free and common soccage, it was no longer of any use, and was therefore, "for the most part, omitted altogether." *Shep. Touch.* 89. It was afterwards however revived, though for what reason does not appear; and it is still universally retained in practice, and is employed in specifying the estate or interest which it is intended the grantee should enjoy, in the thing granted; though this is frequently also named before in the premises.

(a) *Moor. c.* 82. *Mod.* 82. 355.

(b) *Hob.* 276. *Plow.* 196 b. 151 a. *Skin.* 532. 533. For the import of messuages, lands, tenements, and hereditaments, see 3 *Atk.* 82. *Moore,* 24 pl. 82. *Ib.* 221. 1 *Cro.* 41. 246. 3 *Ib.* 15. 16. 113, 114.

(c) 11 *Co.* 51 a.

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leased, or intended so to be (a), with their an every of their rights (b), members and appurtenances, unto the said M. G. his heirs (c) and (d) assigns, to the only use and behoof of the said M. G. his heirs and assigns for ever (e), and t

(a) See *Coker v. Farewell*, 2 *P. Williams*, 563, and quæ whether this language is not better than "mentioned, or intended so to be;" and see *Herring v. Roe*, 1 *Atk.* 290. *Taylor v. Beversham*, 2 *Ch. Ca.* 194, where a small parcel, which the general words of the conveyance were sufficient to comprise, held not to pass.

(b) *Hob.* 242. 335, 336.

(c) 2 *Lev.* 60. *Raym.* 234. 316, 317. *Luc.* 371. *Fitzgi* 116. 117. and *Raym.* 334. 8 *Co.* 54 a. *Skin.* 559.

(d) See the construction of copulative words in conveyances, 3 *Co.* 39. 4 *Ib.* 41. 50. 79, 80. 7 *Ib.* 7, 8. 8 *Ib.* 8. 154. and, when taken disjunctively, 2 *Inst.* 120. *Lit. Re* 210. *Anderf.* 133. 161. *Salk.* 640.

(e) Quære if these words necessary in the release which enures to the use of releasee; but they are proper, *vid. Lov. Raym.* 801. and note distinction there, and 7 *Mod.* 71.

If the estate be intended to be so conveyed as to prevent the right of dower of the purchaser's wife attaching upon it it may be limited to the said purchaser, his heirs and assigns, to the use of such person and persons, for such estate and estate interest and interests, and to and for such ends, intents and purposes, and upon such trusts, and charged and chargeable in such manner, and subject to such power of revocation, and new appointment, and other powers, provisos, conditions, limitations, declarations, and agreements, as the said purchaser shall at any time or times, and from time to time, by any deed or deeds, instrument or instruments in writing, to be sealed and delivered by him in the presence of, and attested by two or more credible witnesses, direct, limit, or appoint; † and in a fault of, and until such direction, limitation, or appointment, thus:—"And for want of in case any such shall be made, then subject thereto, and wh such direction, and as the estate or estates, interest or interests, thereby direct limitation, or limited, appointed, or created, shall respectively end and determin appointment, and in the mean time subject thereto, and as to such part or part and until such of the same premises, and all such estate, and interest therein, direction, limitation, or appointment shall be made, and until such estate and estates so directed, limited or appointed, shall respectively commence, and take effect, and as such estate or estates directed, limited, or appointed, shall respectively end and determine, and as to such part or parts of the same premises whereof no such direction, limitation, or appointment shall be made," to the use, &c.

and for no other use, intent, or purpose whatsoever. AND WHEREAS the said M. the wife of the

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with no such direction, limitation, or appointment shall be effectually made, as aforesaid, to the use and behoof of the said purchaser, and his assigns, for and during his life; and from and after the determination of that estate, by any means, in his lifetime, to the use and behoof of (some trustee) and his heirs, (or his executors and administrators), during the natural life of the said purchaser, in trust nevertheless to and for the only benefit of the said purchaser, and his assigns; and from and after the determination of the estate so limited in use to the said trustee, during the life of the said purchaser, to the use and behoof of the said purchaser, his heirs and assigns, for ever.

N B. The intervening estate must be freehold; if term only, it will not do. *L. Raym. 326, 7.*

Or the limitation may be thus:—

To the use and behoof of such person and persons, and for such estate and estates, either in part or in all, as the said purchaser shall, at any time during his life, by any instrument or instruments in writing, to be executed and attested in the presence of one or more credible witness or witnesses, or by his last will and testament in writing, or by any instrument purporting to be his last will and testament, to be executed and attested in the presence of three or more credible witnesses, give, grant, direct, limit, and appoint the same; and for want of, and until such gift, grant, direction, limitation, or appointment, to the use of (a trustee), his heirs and assigns, for and during the natural life of the said purchaser, in trust, &c. and subject thereto, and after the expiration and determination of that estate, and subject to it in the mean time, to the use of the purchaser, his heirs and assigns.

Here, by the power of appointment, the entire command of the estate is given to the purchaser; the freehold being in a third person unquestionably prevents the wife's right of dower from attaching; and, expectant on this freehold, the inheritance is in the purchaser; and, upon his death, rests in his heirs by descent.

Several other modes of conveying an estate so as to avoid dowers have been invented, as by a limitation to the use of the purchaser and a trustee, and their heirs jointly, in trust, as to the estate of the trustee, for the purchaser and his heirs; or to the use of a purchaser and a trustee, and the heirs of a purchaser, or the heirs of the trustee, in trust as before; or in order to preserve to the purchaser a power of disposing of the estate at any time, without the concurrence of the trustee, the estate may be limited in the first instance to the use of the purchaser's appointment, by deed, &c. and, in default thereof, then in

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said *E. B.* is entitled to an estate of inheritance fee simple according to the custom of the man

either of the above modes; or, in order to preserve the inheritance to the purchaser, it may be, in default of his pointment, to the use of a trustee, and his heirs, during purchaser's life, in trust for the purchaser and his assigns, mainder to the use of the purchaser and his heirs. Or it may be, in default of appointment, to the use of the purchaser, heirs, and assigns.

Vide *Duncomb v. Duncomb*, 3 *Lev.* 437. in point expressly. See *Bates's case*, 1 *Salk.* 254.

N. B. Feme covert may execute a power over her own estate. This stands upon the like principle.

Vide 2 *Term. Rep.* 695. per *Lord Kenyon*. *Bac. Max.* 92. 1 *Vent.* 361. *N. B.* If husband in debt, and then executes a power to jointure his wife,—not void as to creditors, for she does not claim against him.—So of his appointee.—*Ambler's Rep.* 341.

Quære, If an estate be made to the husband and the wife for the life of the husband, remainder to the right heirs of the husband, will not this bar dower?

But that above suggested (which is said to have been first introduced by Mr. Fearne), appears to be the most certainly efficacious. In support of his method of barring dower, I am in possession of an opinion of that gentleman to the following effect:

As to the opinion a copy whereof has been sent me by perusal, as furnishing the ground of doubt in the present case, i. e. the efficacy of the power of appointment I am to observe, that it appears to me to carry in it very little claim to attention, as the very principle upon which that opinion affects to proceed, and the distinction there taken between the nature of the limitation in that case, and such one as that in the present case, are mistaken, and void of foundation; for, first, the power is not in the nature of appendant power, as supposed in that opinion, but a power gross. 2dly, Whether there is or is not, in these cases, preceding estate for life, limited in use to the husband? or whether other limitation of the uses to such person or persons as he shall appoint, &c. the subsequent limitation of the use in use to him be accompanied with the words, *in the mean time, and subject thereto*. The fee equally vests in him, subject to his power of appointment, and until the same be executed. This point is clearly determined in the first resolution in *Mr. Edward Clerc's case*, 6 *Co. Rep.* 18, and in *Leonard Lovie's case*, 10 *Co.* 78. when it was resolved, that the use of the fee, in the mean time, vested in *Leonard Lovie*, though the estate was limited to him in the first instance only for life and that even without impeachment of waste. *Vid.* 10 *Co.* R. 856. 3dly, The reason of a power of appointment of a fee is not rendered void by a subsequent limitation of the fee to the same person: if it were, it would have been void in the case upon which Mr. —'s opinion was given, as well as that from which he attempts to distinguish it, seeing that in the mean time, equally vests in the same person in both cases. It is a mistake to suppose that a limitation of the fee comprehends every power of appointment whatsoever; for a person seised in fee cannot, by a mere instrument in writing

of — in the said county of — of and in all those customary or copyhold messuages, lands, tenements and hereditaments formerly the estate of E. B. knight, deceased; and by a certain decree of the high court of chancery, and order of the house

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pass that fee, or make it vest in another; but a proper form and mode of conveyance is requisite to pass the estate: where- as, under a power of limiting the use, a person may, by such instrument only, vest the fee in another, without any of the usual ceremonies requisite to a conveyance of lands. The reason is, that in the one case the person can only dispose as owner of the land; in the other, he acts instrumentally only, according to his power or authority; and his appointee does not come in as under him, or deriving the estate from him, but comes in under a title paramount; namely, under that conveyance by which the power of appointment was reserved, just in the same manner (as to the point now under consideration) as if the use had been declared to such appointee in such conveyance itself, instead of awaiting the interposition of the appointment by the persons to whom such power was reserved. This is the doctrine upon which the great question in the case of sir Edward Clerc, above cited, was decided, and which has been since confirmed and established by a variety of authorities. And this is the *true reason* that an appointment under such power as that in the present case prevents the wife's dower; because the appointee under the execution of such power does not derive his title from the husband, or from or out of the estate that he was seised of at the time of the appointment, but comes in directly under the uses of the original conveyance by which such power was reserved. And the uses to be declared by such appointment being in order prior to the use of the fee reserved to the husband, such use, when declared, takes place of the estate of the husband, by relation, from the time of the said conveyance to uses, just as it would have done if originally declared in the said conveyance from which it takes effect. I should not have entered so far into this matter but for the satisfaction of some who, not being conversant in the principles of this abstruse learning, are liable to be prejudiced by the authorities which, upon examination, appear to have been given without a sufficient knowledge or attention to principles. See also 3 Pow. Wood, 230, n. (a). Wath. Prin. Con.

for, as the estate determines with the death of the husband, the wife cannot disagree to it. Vide Bacon's Abr. Tit. Dower. 140.

C

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they are seised
in fee (a).

following, (that is to say) (b) that for and notwithstanding any act, deed, matter or thing whatsoever, by them the said *B. I.* party hereto, and *M.* his wife, *S. R. S. W. P. C.* and *B. E.* or any or either of them (c) or the said *B. I.* deceased, done, committed, executed, or suffered to the contrary, they the said *B. I.* party hereto, and *M.* his wife, *S. R. S. W. P. C.* and *B. E.* or some or one of them, are, or is stand or stands, lawfully rightfully, and absolutely seised of and in the said messuages or tenements, closes, woods, lands, and hereditaments hereinbefore by these presents granted and released as aforesaid, with their and every of their appurtenances, of a good, sure, perfect, and indefeasible estate of inheritance in fee simple, in possession, and of the said copyhold premises so covenanted, to be surrendered of an absolute estate of inheritance, according to the custom of the said manor of —, without any manner of condition (d), contingency, (e) power of revocation, limitation of new or other use or uses, estate or estates, or any other act, matter, deed or thing whatsoever, to change,

(a) Covenant that the grantor is *seised in fee*, and also that he has *good right to convey*, which usually follows it, (see post) are synonymous. 3 *Lev.* 46. And see as to this covenant, 2 *Jones* 195. 2 *Bulst.* 13. So when a grantor covenants that he is seised in fee "according to the recited indentures" the reference to these indentures will serve to denote the *limitation* and *quantity* of the estate only, and not the defeasibleness or indefeasibleness of it. 1 *Keb.* 95. see also ante

(b) *Hob.* 171, 172, 284. *Moor.* 880, 881. 5 *Co.* 55, 112. *Palm.* 508.

(c) As the words "by them," in the preceding case are construed *severally*, the words "or any or either of them," do not seem to be *necessary*. See *Latch.* 161. *Poph.* 200.

(d) 10 *Co.* 39, b. 40, 41, a. 1 *Plow.* 34, a.

(e) 10 *Co.* 85, a. b. 86.

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determine, defeat, revoke, or make void the same, and that for and notwithstanding (a) any such act, deed, matter, or thing as aforesaid, they the said B. I. party hereto, and M. his wife, S. R. S. W. and B. E. now have in themselves, or some, or one of them, hath in him or herself good right, full power, and lawful and absolute authority, to grant, convey, and assure (b) the said messuages, or tenements, woods, lands, and hereditaments, hereby granted and released, and to surrender the said copyhold premises hereby covenanted to be surrendered, or intended so to be, with their and every of their appurtenances, unto and to the use of the said M. G. his heirs and assigns, in manner and form as aforesaid (c). AND further, that for and notwithstanding any such act, deed, matter, or thing as aforesaid, he the said M. G. his heirs and assigns, (d) shall, and lawfully may from time to time, and at all times for ever hereafter, peaceably and

Covenant for
quiet enjoyment. (f)

(a) For the extent of this qualification, and when none, see *Rea*. 150, *Lit. Rep.* 62 to 69, 80, 203, and *Cro. Eliz.* 43, pl. 4, 44, 65. pl. 5. 1 *And.* 12. Also 1 *Sid.* 328. *Cro.* 106, 107. *Moor.* 74, pl. 204. *Dy.* 1. 275.

(b) This covenant synonymous with the preceding one of the grantor's being seised in fee, see ante 20, n. (a).

(c) *Hob.* 6. 1 *Inst.* 20. b. *Dy.* 15, pl. 81. 36. pl. 34, 87. pl. 102. 10 *Co.* (Whistler's case,) 11 *Ibid.* 50. 1 *ib.* 153. 8 *ib.* 57, 74, 75, 91. 9 *ib.* 47, 48. 10 *ib.* 64, 67, 69, 106, 138. *Comb.* 461.

(d) Executors though not named may maintain an action on breach of this covenant with the heirs and assigns of the grantor. See 2 *Leon.* 26. 1 *Vent.* 175.

(f) For the exposition and effect of this covenant, See *Faugh.* 118 to 128, and ante

See also 2 *Lev.* 26. 2 *Vent.* 175. 2 *Keb.* 831. where the plea of a Defendant to an ejectment that he was seised of a good estate, at the time of the Covenant, but that it was afterwards defeated by act of Parliament, is said to have been disallowed; *sed quere*, and see 1 *Salk.* 198.

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quietly, (b) have, hold, use, occupy, possess, and enjoy, all and singular, the said messuages or tenements, closes, lands, woods, and hereditaments, hereby granted and released, and covenanted to be surrendered, or intended so to be, with their and every of their appurtenances, and receive and take the rents, issues, and profits, thereof, to and for his and their own use and benefit, without any lawful let, suit, hindrance, molestation, (c) interruption, denial, claims, or demand of, or by the said B. T. party hereto, and M. his wife, S. R. S. W. P. C. and B. E. or any or either of them, (d) their or any or either of their heirs or assigns, or of, or by any other person or persons whomsoever, lawfully claiming, or who shall or may hereafter so claim, by, from, or under them, (e) or any, or either of them, or by, from, through, or under their, or any or either of their right, title, estate, and interest; and that free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise, by the said P. I. party hereto, and M. his wife, or one of them, or the heirs, executors, or administrators of them, or one of them, well and sufficiently saved, defended, kept, harmless, (f) and indemnified, of, from, and against all

(b) *Vaugh.* 121. *Cro. Eliz.* 421. pl. 16. 3 *Lev.* 305.

(c) As to what shall be deemed a molestation, See 3 *Lev.* 305. *Cro. Eliz.* 421. pl. 16.

(d) *Cro. Eliz.* 797.

(e) These words "claiming under" do not extend to a new title; but the covenant is broken by disturbance, under an act of Parliament which removes an obstruction to an old title. *Vid* 2 *Lev.* 26.

And from whoever the title be derived, if it be before the conveyance, the covenant is broken. 3 *Lev.* 325.

(f) This covenant to keep harmless, &c. extends to lawful interruptions only, unless confined to some particular event,

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Free from in-
cumberances.

and all manner of former and other gifts, grants, bargains, sales, leases and releases, mortgages, settlements, jointures, dowers, right, and title of dowers, uses, intails, trusts, rents, (b) arrears of rent, statutes, recognizances, judgments, (c) elegits, extents, (d) executions, debts of record, debts due to the king's majesty, forfeitures, re-entries, cause, and causes of re-entry and forfeiture, and of, from, and against all other (e) incumberances and charges (f) whatsoever, had, made, committed,

&c. by express words. See 1 *Leon. ca.* 458. *Cro. Eliz.* 212. pl. 4. 213.

But if any point relative to incumberances rest in controversy, though the ground to presume a vendor safe, be strong, yet a purchaser has a right to an indemnity, against the event.

(b) Mere length of time short of the period of sixty years, and unaccompanied with any circumstances, not a sufficient ground to presume a release or extinguishment of a quit-rent. See *Corp.* 214, 217. *Eldridge v. Knott*.

(c) Mr. Wilbraham, according to a MS. opinion I have of him, appears to have held, that incumberances by judgments entered up more than 40 years, and whereon no demand has been made are so stale and so far deserted by having no demand made upon them, that they may be presumed to be satisfied. See *vid.* 3 *Ch. Rep.* 56. where per Ld. Keeper, 49 years is not a period long enough to presume a bond discharged in equity. & See 3 *Ch. Rep.* 136, 137, as to a statute after 50 years. In *Clifford v. Barber* cited 1 *Vez.* 174, held that a reversion expectant upon an estate tail, whenever it came into possession, was bound by a judgment given by one seised of the estate tail, and the reversion, though such reversion, strictly speaking, not affected.

(d) As to the nature of an extent, see 2 *Ventr.* 327, 328. It is an estate in the land, *quasi* a freehold, but goes to the executor.

(e) Grant by copy is an incumberance, but covenant to be discharged from former incumberances does not extend to paid by copy made after. See 74, 75.

(f) Under the word charges are intended possibilities and

PUR- suffered, (b) or done, by them the said *B. I.* party
CHASERS. hereto, and *M.* his wife, *S. R. S. W. P. C.* and
B. E. or any or either of them, or the said *B. I.*
 deceased, or any person or persons lawfully (c)
 claiming, by, from, through, under, or in trust for
 them or any of them, or by or with their or any
 of their acts, deeds, means, consent, procurement
 (d) default, or privity, (except a yearly fee farm rent
 of 9s. or thereabouts, payable to, and also except
 the rents, quit rents, and services which shall from
 henceforth become due and payable to the chief
 lord or lords of the fee or fees, of whom the said
 premises are or shall be holden. **AND MORE**
OVER, that they the said *B. E.* party hereto, and

Covenant for
 further assur-
 ance. (c)

contingent interests, and when they arise the covenant is broken. 1 *Leon.* 92, 93.

A decree is no incumbrance upon the land *agut enim in personam*, but it is a molestation. See *Raym.* 37, 42. Leases outstanding at rack-rents are no incumbrance on large estates because the income principally depends on occupiers.—contr of a small estate where there is but one tenant, then possession may be the main object:

As to claim of a portion under a settlement made 62 years before the claim set up, see 2 *Vern.* 177.

(b) If the officers of a court, as sequestrators, or the like, have been in possession, and raised the sum charged on the estate, if afterwards they *misapply*, that will be no ground to charge the land with re-payment of the money, and if *sequestrators*, &c. have once entered, it is a reasonable ground to suppose, that officers of the court, put into possession of an estate, by way of execution to raise a sum of money, subject to a decree, &c. continued in possession till the money raised and that although the sequestrator's account or discharge do not appear. *Pow. MS.*

(c) Unless the person claiming has title, it is no disturbance; nor therefore will covenant lie against the grantor, but only action of trespass against the unlawful claimer, see 3 *Lev.* 305

(d) See the operation of this word, *Cro. Jac.* 657. And see *Palm.* 339, 340. *Lil. Conv.* 86.

(e) See as to this covenant, *Hob.* 215. *Ch. Rep.* 274. and ante

M. his wife, S. R. S. W. P. C. and B. E. and every of them, and the several and respective heirs of them, each and every of them, and all and every other person or persons lawfully claiming, or who shall or may so claim any estate, right, title, trust, or interest, of, in, to, or out of the said messuages, or tenements, closes, lands, woods, hereditaments, and premises hereinbefore mentioned, and hereby released, and covenanted to be surrendered, or any of them, or any part or parcel thereof, by, from, or under, or in trust, for them, or any or either of them or the said B. I. deceased; or by, from, through, or under their, or any of their right title, estate and interest, shall and will from time to time (a) and at all or any time or times (b) within the space of ten years (c) next ensuing the date of these presents, at and upon the reasonable request (d)

(a) As it seems that when the grantor has once made such further assurance as the grantor's counsel has advised, he will be discharged from his covenant, even though no such assurance should prove to be insufficient; these words do not appear to be by any means material. See 5 Co. 23 b. and see 3 Mod. 191, 192.

(b) 1 Co. 173, 174. Vaugh. 34.

(c) It is not very usual, in ordinary cases, to define the period within which the grantor's obligation to execute further assurances shall be limited; nor when the expences of such assurances are to be borne by the grantee, and the grantor is not compellable to travel for his residence for the time being, nor does it appear necessary or indeed reasonable that it should be, unless where the grantor himself has but a limited estate, in which case it is evidently highly proper.

(d) This covenant to make further assurances or request is broken, though no request have been made, if the covenantor by any previous act render such request nugatory by disabling himself from assuring. See Moor. 453, 753. Pop. 109. Cro. Eliz. 459, 479. 5 Co. 21. And see also 5 Co. 20 a. 2 And. 18. Mod. 452. Pl. 619. Cro. Eliz. 450, 479. Pop. 109, 110. 1 Bulst. 10. 1 Co. 25 a. 1 Roll. Rep. 44. (which relate to the case of a covenant to surrender a lease in order to a renewal,) even though in this case the first act is to be done by

FOR
CHASERS.

and proper costs (a) and charges in the law of the M. G. his heirs or assigns, (b) make, do, acknowledge, levy, suffer and execute, perform, perfect, and finish, or cause and procure to be made, done, acknowledged, levied, suffered and executed, performed, perfected, and finished; all and every such further and other lawful and reasonable (c) act and acts, deed and deeds, conveyances, releases, surrenders and assurances in the law whatsoever, for the further, better, more perfect, and absolute conveying, granting and assuring the said messuages or tenements, closes, lands, woods, hereditaments and premises hereinbefore by these presents granted and released, and covenanted to be surrendered, or intended so to be, and every or any part or parcel thereof, and the reversion and inheritance thereof, with their and every of their appurtenances unto and to the use and behoof of the said M. G. his heirs and

the grantee. And if the covenantor once disable himself to perform his covenant, it has been held that the covenant will be broken; notwithstanding that he afterwards restore his ability by purchasing in the cause of his incapacity. 5 Co. 29 a.

(a) 10 Co. 177 b. 6 Mod. 157.

(b) Further assurances will be at the costs of the grantee, even though it be not expressed at whose expence they shall be made. 1 Bulst. 90.

(c) See Roll. Ab. 423. Pl. 4, 5. 1 Co. 176, 177. also Godb. 445. but see also Cro. Car. 299. but there is a difference in the reason of the thing in the two cases; a *reasonable* assurance must contain the *usual* covenants, that is to say, those which are inserted in deeds founded on similar circumstances, but the assurer is not compellable to admit a warranty. See 1 Mod. 67. It must also be such a conveyance as corresponds with the nature of the contract. Hob. 275. But quære, whether the authorities cited to prove that *reasonable covenants* are to be inserted in deeds of *further assurance* ought not to be confined to *primary* conveyances. And see 1 Sid. 467, where it is said that the grantor is not obliged to make *further assurance* with *covenants*.

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assigns for ever, be the same by fine or fines (a) feoffment or feoffments, common recovery or common recoveries, deed or deeds, indented or poll, enrolled or not enrolled, release or confirmation, or by all and every or any of the said ways and means, or by any other ways and means in the law whatsoever, as by the said M. G. his heirs and assigns or his or their counsel (b) learned in the law shall be reasonably devised or advised and required so (c) as such further assurances so to be made, or any of them do not or shall contend any further, or other warranty or covenant (d) than only against the party or parties who shall be required to make or execute the same, (e) and his, her, or their own respective heirs' acts and deeds, and so as no person be compelled or compellable for the doing thereof, to travel or go from the place of his or their respective abode (f) or dwelling-house; all which further assurances, whensoever made and executed, and all forms, deeds, fines, re-

(a) When the further assurance is by fine, though the description of the parties comprises more than was intended to be conveyed, yet it will, according to 1 *Bulst.* 90, be binding on the grantor, though contrary according to 1 *Roll. Rep.* 103, 117.

(b) It would, from the reason of the thing, devolve upon the counsel of the grantor to name the assurance, even though that privilege were not reserved to him. See *Lutw.* 126. See also on the construction of this part of the covenant for further assurance. 1 *Leon.* 197. *Rawlins v. Vincent.* 1 *Lil. Conv.* 74. 5 *Rep.* 19, 20. See also ante, vol. 1. p. When the grantee is himself a counsel, the advice must proceed from some other counsel and not from himself. 5 *Co.* 19 b. *Cro. Eliz.* 297 S. C. and 1 *Roll. Ab. contra.*

(c) 2 *Lea.* 140, 141.

(d) There can be no warranty inserted in a deed for further assurance unless by agreement of the grantor. See 1 *Mod.* 67.

(e) 8 *Co.* 32, 10. *ib.* 124. 1 *Inst.* 20 b, 385 b.

(f) See the effect of these words on the mode of performing the covenant. *All.* 68, 69.

PUR-
CHASERS.

Covenant
for production
of title-deeds.

coveries, conveyances and assurances of the said premises hereby, or intended to be hereby sold and conveyed, or any part thereof to which the said parties hereto or any of them are or is parties or party, privies, or a privy, shall be and enure, and the same are hereby declared and agreed by and between all the said parties hereto, to be and enur unto and to the use of the said *M. G.* his heirs and assigns for ever as aforesaid, and to, for, or upon no other use, trust, intent or purpose whatsoever AND LASTLY, the said *E. B.* party hereto for himself, and the said *M.* his wife and for their several heirs, executors, and administrators, doth further covenant, grant and agree to and with the said *M. G.* his heirs and assigns by these presents that for the maintenance and support of the title of the said *M. G.* his heirs and assigns to the said messuages or tenements, closes, woods, lands, hereditaments and premises, granted and released that they the said *E. B.* and *M.* his wife, shall and will from time to time and at all times hereafter at and upon the reasonable request, and at the proper costs and charges in the law of the said *M. G.* his heirs and assigns, produce and shew forth at any trial, hearing, or examination in any court or courts of law or equity or other judicature within that part of *Great-Britain* called *England*, or for the perusal of his or their counsel learned in the law, attorney or agent, or to any commissioners or arbitrators, or others, when and so often as occasion shall require: the several deeds evidences and writings, particularly mentioned in the schedule hereunto annexed, (provided they are not destroyed by fire or any other inevitable accident, or restrained by the rule or order of some court or courts of law or equity;) when and at there shall be occasion for the maintenance, manifestation or justification of the estate, interest right, title, or possession of the said *M. G.* his heir

or assigns to the said several messuages, tenements, closes, woods, lands, hereditaments and premises hereinbefore mentioned and described, and hereby granted and released or intended so to be, with their and every of their appurtenances. IN WITNESS whereof the parties first above named to these presents, have hereunto interchangeably set their hands and seals the day and year first above written.

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Bargain and Sale for a Year, preceding the next Lease and Release.

THIS INDENTURE made &c. between C. D. of — and N. R. of — T. F. of — (devisees named in the last will and testament of N. A. late of the city of — esq. deceased and I. N. of — in the parish of — in the said county of — goldsmith, son and heir at law of the said I. N. deceased, of the one part, and L. Q. of the city of — esq. of the other part, WITNESSETH that for Consideration. and in consideration of — shillings a-piece of lawful money of Great-Britain to the said C. D. N. R. T. F. N. A. and I. N. parties hereto, in hand paid by the said L. Q. at or before the enfeoffing and delivery of these presents, (the receipt whereof is hereby acknowledged), they the said C. D. N. R. T. F. N. A. and I. N. have and each and every of them hath bargained and sold, and by these presents do and each and every of them doth bargain and sell unto the said L. Q. all that the Transfer. manor or lordship, or reputed manor or lordship of &c. &c. and all houses, out-houses, edifices, buildings, barns, stables, dove-houses, gardens, orchards, yards, lands, tenements, tofts, cot-

**FUR-
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General words.

tages, timber-trees, and other trees, woods, under woods, meadows, feeding-pasture, leafows, commons, demefne-lands, wastes, furzes, heaths, moors marshes, ways, paths, passages, waters, water courses, fishings, easements, rents, reservations services, rents-charges, rents' seek, and rents' service, and all other rents as well of free as customary tenements; and all escheats, heriots, fines amerciaments, courts, court-leets, view of frank pledge, courts' baron, perquisites and profits of courts, goods and chattels of felons, as well of themselves as other felons, fugitives, persons outlawed, attainted, condemned and put in exigent waifs, estrays, deodands, estovers, commons and rights of common of every sort, fairs, markets tolls, customs, rights, jurisdictions, franchises liberties, free warren, royalties, privileges, profits commodities, hereditaments and appurtenance whatsoever, to the said several hereditaments and premises hereinbefore mentioned to be hereby bargained and sold respectively, belonging or in any wise appertaining thereto, or with any part of parcel thereof, now or usually held, used, occupied, exercised or enjoyed, or accepted, reputed deemed or taken as and for part, parcel, or member thereof, or of any part thereof, and the reversion and reversions, remainder and remainders rents, issues and profits of all and singular the said premises, To have and to hold all and singular the said hereditaments and premises hereby bargained and sold, or mentioned and intended so to be with their and every of their appurtenances unto the said L. Q. his executors, administrators, and assigns, from the day next before the day of the date of these presents, for and during and unto the full end and term of one whole year from thence next ensuing, and fully to be complete and ended; yielding and paying therefore unto the said C. D. N. R. T. F. N. A. and I. N. parties

Habendum.

hereto, their heirs and assigns, the rent of one penny per-acre at the end of the said term, (if the same shall be lawfully demanded), to the intent and purpose that by virtue of these presents and of the statute for transferring uses into possession, the said L. Q. may be in the actual possession of the said premises hereby bargained and sold, and be thereby enabled to accept and take a grant and release of the reversion and inheritance of the same premises to and to the use of him, his heirs and assigns. IN WITNESS, &c.

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CHASERS.

Release to Purchaser, founded upon the preceding Lease for a Year, and Covenant to levy a Fine.

THIS INDENTURE QUADRIpartite, made the — day of — in the — year of the reign of our sovereign lord George the third, by the grace of God, of Great-Britain, France, and Ireland, king, defender of the faith, and so forth; and in the year of our Lord, — Between A. C. of the city of — in the county of — widow, C. D. of — in the county of — esq. L. F. of — in the said county of — esq. and X. Y. of — in the said county of — goldsmith; devisees in trust, named in the last will and testament of A. H. late of the city of — esq. deceased, of the first part; A. H. of — in the parish of — in the said county of — goldsmith; son and heir at law of the said A. H. deceased, and M. the wife of the said A. H. party hereto of the second part; the reverend L. D. of — in the county of — doctor of divinity, and E. his wife, and A. C. of the city of — in the county of — spinster; which said L. K. and A. C. are the daughters, and also legatees named in the said will of the said A. H. deceased, of the third part,

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CHASERS.

Recital of a
will.

and *O. P.* of the city of — esq. of the fourth part. WHEREAS the said *A. H.* deceased, by his last will and testament in writing, duly executed and attested in such manner as the law prescribes for rendering valid devises of freehold estates, gave and bequeathed unto his dear wife the said *A. C.* all his household goods and furniture, linen, china and all his jewels, plate and liquors of what nature or kind soever and wheresoever; and gave, devised and bequeathed unto his daughter the said *A. C.* his three messuages or tenements, situate in the parish of — in the county of — then in the occupation of *Mr. M. D.* *Mr. F.* and *Mr. L.* for all his estate and interest therein, To hold unto his said daughter *A. C.* her heirs and assigns for ever which three messuages or tenements he valued at the sum of — and he gave, devised and bequeathed unto his said wife *A. C.* and the said *C. D.* *L. F.* and *X. Y.* all and every his the said testator's manors, messuages, farms, lands, tenement and hereditaments, in the parishes of — and elsewhere, in the county of —. AND all and every other his lands, tenements, and hereditaments whether freehold, leasehold, or copyhold, in *Great Britain*; and all monies due and owing to him upon mortgage, bonds, and other securities, or in the funds, to hold the same unto the said *A. C.* *C. D.* *L. F.* and *X. Y.* their heirs, executors, administrators and assigns, according to the respective natures and tenures thereof upon trust as soon as they advantageously could, to sell and dispose of the same for the best price and prices and the most money that could be gotten for the same, either entire or in parcels; and to call in the monies due or owing to them upon mortgages, bonds, and other securities; and by and out of the said trust monies to pay unto his said wife the sum of — to and for her own use and benefit; and apply and dispose of the sum of — to and for the benefit to

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his daughter the said *L. K.* in discharge of the bond which he the said testator entered upon on her marriage, and to be applied in the manner therein mentioned; also to his daughter the said *A. C.* the sum of — which, with the said houses in —, thereinbefore bequeathed to her, he considered as making up to her a legacy of — and the said testator did thereby direct his trustees in the mean time, and until such sale should be made by and out of the rents, profits, and produce of his said trust estate to pay the interest of the said legacies or sums of — and — to his said daughters half-yearly; and he also directed that out of the residue of his trust estate and effects, his sister *L. F.* should be paid an annuity of — during her life, clear of all deductions as therein is mentioned: and as to all the rest and residue of the money arising from the sale of his the said testator's estate, or out of the said trust-mones and affects, he directed that the same should be laid out and invested in government or other good securities at interest, in the names of his said trustees, and that the whole interest and produce thereof, and also the residue of the rents and profits of his said real estate until the same should be sold as aforesaid, should be paid to his said wife for and during the term of her natural life; and from and immediately after her decease, then he directed that the said whole residue of his trust-estate should be divided unto and amongst his three children equally between them share and share alike in the manner therein-after mentioned; that is to say, one-third part thereof unto his daughter the said *L. K.* her executors, administrators, and assigns; one other one-third part thereof to his said daughter the said *A. C.* her executors, administrators, and assigns; and as to the remaining one-third part of his trust-estate upon trust, that the same should be paid or transferred into the hands or names of the

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said *C. D. L. F.* and *X. Y.* upon trust to place out or continue the same at interest, and pay the dividends and interest thereof from time to time unto his the said testator's son the said *A. H.* for and during his natural life; and from and after his decease if he should leave any child or children, then upon trust to pay and transfer such last mentioned third part of his trust-estate unto and between such child or children, if more than one, equally to be divided between them, and if but one, then to such only child to be paid and transferred unto them at his or their respective age or ages of twenty-one years, and the interest and dividends in the mean time to be applied for their respective maintenance and education; and if his said son should die without leaving any child or children or leaving such, he, she, or they should all die before attaining their respective age or ages of twenty-one years, then as to one moiety or half part of the said last mentioned one-third part, to pay and transfer the same unto his daughter the said *L. K.* her executors, administrators and assigns; and as to the other moiety or half part thereof, to pay and transfer the same unto his daughter the said *A. C.* her executors, administrators and assigns; and the said testator directed that all such sum and sums of money as his said son should owe him at his, the said testator's decease, over and above the sum of — which he had advanced to him as a portion, should be deducted out of the one-third part of his, the said testator's trust-estates therein-before given, for the benefit of him and his children; and that he should pay interest for the same during the life-time of his the said testator's wife. AND it was, and is thereby also, and the said testator declared his mind to be, that the receipt or receipts of his trustees and the survivors and survivor of them for the purchase-monies arising by sale of his said estates,

should be from time to time good and sufficient discharges and acquittances for the same to the respective purchasers thereof, and that such purchasers should not be answerable or accountable for their respective purchase-monies after paying the same to his trustees, nor be required to see to the application thereof. AND the said testator, after giving to his trustees *C. D. L. F.* and *X. Y.* — guineas each for a ring, gave and bequeathed all his personal estate and effects, not therein-before given and bequeathed in trust as aforesaid, unto his said wife, and made her sole executrix of his said will. AND WHEREAS the said *A. H.* at the time of making his last will and testament, and from thence to the time of his decease, was seised of an absolute and indefeasible estate of inheritance in fee-simple, in possession of, and in the several hereditaments hereinafter particularly described and intended to be hereby granted and released: AND WHEREAS the said *O. P.* hath contracted and agreed with the said *A. C. C. D. D. F.* and *X. Y.* for the complete purchase of the absolute estate of inheritance in fee-simple, in possession of and in all and singular the hereditaments herein-after mentioned to be hereby released at or for the price or sum of — NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of — of lawful money of *Great-Britain*, by the said *O. P.* to the said *A. C. C. D. L. F.* and *X. Y.* in hand, well and truly paid at or before the sealing and delivering of these presents, being the same sum mentioned to be the consideration-money of an indenture of bargain and sale already prepared and intended to bear even date herewith, and expressed to be made between the parties to these presents and intended to be enrolled in the high court of chancery; the receipt of which said sum of — they the said *A. C. C. D. D. F.* and *X. Y.* do hereby acknowledge, and thereof and

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Recital that
testator seised
in fee.

Contract for
purchase.

Consideration.

Recital of in-
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gain and sale of
said estates to
be enrolled.

**PUR-
CHASERS.**

Transfer.

Transfer.

General words.

therefrom, and of and from the same and every part thereof do, and every of them doth acquit, release and discharge the said *O. P.* his heirs, executors and administrators, and every of them for ever by these presents; and for and in consideration of the sum of — of like lawful money by the said *O. P.* to the said *A. H.* party hereto, in hand also paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged; they the said *A. C. C. D. D. F.* and *X. Y.* (with the privity, consent and approbation of the said *A. H.* party hereto, and also of the said *K. S.* and *E.* his wife, and *A. G.* testified by their being parties to and severally sealing and delivering these presents) have, and every of them hath granted, bargained, sold, alienated and released, and by these presents do, and every of them doth grant, bargain and sell, alien, and release; and the said *A. H.* hath granted, bargained and sold, aliened, released, ratified and confirmed, and by these presents doth grant, bargain and sell, alien, release, ratify and confirm unto the said *O. P.* in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said *A. C. C. D. L. F. X. Y. N. I.* parties hereto, for — shillings a-piece consideration, by indenture bearing date the day next before the day of the date of these presents for the term of one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession, and to his heirs &c. all or member thereof, or any part thereof, and the reversion and reversions, remainder and remainders, rents, issues, and profits of all and singular the said premises, and all the estate, right, title, interest, use, trust, claim, and demand whatsoever, both at law and in equity, of them the said *A. C. C. D. L. F. V. T.* and *A. H.* party hereto,

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Habendum.

Covenant to
levy a fine.

and every of them, of, in, to, or out of the same several premises, and every or any part thereof, together with all deeds, evidences, and writings, touching or concerning the same premises alone, or any part thereof alone, which they the said A.C. C.D. L.F. and A.H. party hereto, or any of them, now have or hath in their or any of their custody, possession, or power, or can or may come at, without suit at law or in equity: To HAVE AND TO HOLD all and singular the said hereditaments and premises hereby granted and released, or mentioned, and intended so to be, with their and every of their appurtenances, unto the said O.P. his heirs and assigns for ever, to the only proper use and behoof of the said O.P. his heirs and assigns for ever: AND for further assurance, the said A.C. C.D. L.F. and V.T. severally and respectively, and for their several and respective heirs, executors, and administrators, and the said A.H. party hereto, for himself, his heirs, executors, and administrators, and for the said D.F. his wife, do hereby severally and respectively covenant, promise, and grant, to and with the said O.P. his heirs and assigns, that they the said A.C. C.D. L.F. V.T. and A.H. party hereto, and D.F. his wife, or their respective heirs, shall and will, as of *Trinity* term now last past, or in or as of *Michaelmas* term now next ensuing, or some other subsequent term, at the request of the said O.P. his heirs or assigns, but at the expence of the estate of the said A.H. deceased, acknowledge, and levy in due form of law, before the justices of his majesty's court of common pleas at *Westminster*, one or more fine or fines, *sur comusans de droit come ceo*, and to be engrossed, recorded, and sued forth with proclamations, according to the form of the statute in that case made and provided, and the common course of fines, with proclamations there used, unto the

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saïd *O. P.* and his heirs, of all and singular the hereditaments and premises hereinbefore mentioned to be hereby granted and released as aforesaid, by such apt and convenient names, number of messuages and acres, quantities, quality of land, and other description, as will effectually comprise the same, and shall for that purpose be thought fit and requisite; and it is hereby agreed and declared, that as well the saïd fine or fines, so as aforesaid, or in any other manner to be levied, as also all and every other fine and fines, common recovery and common recoveries, conveyance, and assurances in the law whatsoever, already had, made, acknowledged, levied, suffered, or executed, or hereafter to be had, made, acknowledged, levied, suffered, or executed, of the saïd hereditaments and premises hereinbefore mentioned, and intended to be hereby granted and released, or any of them, or any part or parcel thereof, by or between the saïd parties to these presents, or any of them, or whereunto they, or any, or either of them, are, is, or shall be parties or party, privies or privy, shall be and enure, and shall be adjudged, deemed, construed, and taken to be, and enure, and is and are hereby declared to have been at the time of the making, levying, suffering, and executing thereof, meant and intended to be, and enure to the only proper use and behoof of the saïd *O. P.* his heirs and assigns, for ever, and to or for no other use, intent or purpose whatsoever: AND the saïd *A. C. C. D. L. F.* and *V. T.* and every of them, separately and apart, for herself and himself, and for her and his heirs, executors and administrators, and for her and his own acts only, but not jointly, or one for another, or the acts of another, do hereby severally covenant and declare, to and with the saïd *O. P.* his heirs and assigns, that they the saïd *A. C. C. D. L. F.* and *V. T.* respect-

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CHASERS.

tively, have not, nor hath any of them, at any time heretofore, made, done, committed, or wittingly or willingly suffered any act, deed, matter or thing whatsoever, whereby, or by means whereof, the said hereditaments and premises hereinbefore mentioned to be hereby granted and released, or any of them, or any part thereof, are, is, can, shall, or may be impeached, charged or incumbered, in title, charge, estate, interest, or otherwise howsoever. And the said *A. H.* party hereto, for himself, his heirs, executors, and administrators, and for the estate, title, possession, quiet enjoyment, and further assurance of one undivided third part only of the said premises, and the said *R. S.* for himself, his heirs, executors, and administrators, and for the said *L. K.* his wife, and for the estate, title, possession, quiet enjoyment, and further assurance of one other undivided third part only of the same premises, and the said *J. E.* for herself, her heirs, executors, and administrators, and for the estate, title, possession, quiet enjoyment, and further assurance of the remaining undivided third part only of the said premises, do severally, but not jointly, covenant, promise, and grant, to and with the same *O. P.* his heirs and assigns, by these presents, in manner following; that is to say, that for and notwithstanding any act, deed, matter, or thing whatsoever, by the said *A. C. C. D. L. F. V. T. A. H.* party hereto, or the said *A. H.* deceased, at any time heretofore made, done, committed, executed, or wittingly or willingly suffered to the contrary, they the said *A. C. C. D. L. F. V. T.* and *A. H.* party hereto, some or one of them, are and stand, or is and standeth, at the time of the sealing and delivery of these presents, lawfully and rightfully seised of and in all and singular the said hereditaments and premises mentioned to be hereby granted and released, and

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every part thereof, of a good, pure, perfect, absolute, and indefeasible estate of inheritance, in fee simple, in possession, without any manner of condition, contingent, proviso, power of limitation, or of any new or other use or uses, or any other restraint, matter or thing whatsoever, to defeat, alter, change, charge, determine, or make void the same, and that for and notwithstanding any such act, deed, matter or thing as aforesaid, they the said *A. C. C. D. L. F. V. T. and A. H.* party hereto, some or one of them, have or hath in themselves, himself or herself, at the time of the sealing and delivery of these presents, good right, full power, and lawful and absolute authority, to convey and assure all and singular the said hereditaments and premises hereinbefore mentioned to be hereby granted and released, with the appurtenances, unto, and to the use of the said *O. P.* his heirs and assigns for ever, in the manner aforesaid, according to the true intent and meaning of these presents. AND further, that for and notwithstanding any such act, deed, matter, or thing, as aforesaid, he the said *O. P.* his heirs and assigns, shall and may from time to time, and at all times for ever hereafter, peaceably and quietly have, hold, and enjoy, all and singular the said hereditaments and premises mentioned to be hereby granted and released, and receive and take the rents, issues, and profits thereof, and of every part and parcel thereof, to and for his and their own proper use and benefit, without the let, suit, hindrance, denial or interruption, of the said *A. C. C. D. L. F. V. T. and A. H.* party hereto, *K. S.* and *E.* his wife, and *J. E.* or either of them, their or any of their heirs, executors, administrators, or assigns, or of any other person or persons lawfully claiming, or to claim any estate, right, title, trust or interest, at law or in equity, of, in, to, or out of the same, or any part thereof, by,

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CHASERS.

from, through, or under them, or any of them, or the said *A. H.* deceased, or by, from, through, or under their, or any of their right, title, estate or interest, and that free and clear, and freely and clearly acquitted, exonerated and discharged, of, from, and against, all and all manner of former and other gifts, grants, bargains, sales, mortgages, uses, trusts, wills, entails, dowers, jointures, rents, and arrears of rent, judgments, statutes, recognizances, extents, executions, titles, charges, and incumbrances whatsoever, made, done, or occasioned, or suffered by them the said *A. C. C. D. L. F. V. T.* and *A. H.* party hereto, or any of them, or by the said *A. H.* deceased, or by, through, or with, their, or any of their acts, means, default, privity, consent, or procurement, save and except, and subject nevertheless to the payment of a chief rent of — s. to lord —, and the payment of a certain rent of £. — to the crown, and also the payment of a certain other rent of £. — to — of —, as the same respectively shall henceforth grow due. AND moreover, that they the said *A. C. C. D. L. F. V. T.* and *A. H.* party hereto, and their respective heirs, and all and every other person and persons having, or lawfully claiming, or who shall or may, at any time or times hereafter, have, or lawfully claim, any estate, right, title, trust or interest, at law or in equity, to or out of the said hereditaments and premises mentioned to be hereby released, or any part or parcel thereof, by, from, through, or under, or in trust for them, or any of them, or by, from, through, or under the said *A. H.* deceased, or by, from, through, or under their, or any of their right, title, estate, interest, shall and will, from time to time, and at any time hereafter within the space of ten years next ensuing the date hereof, at and upon the reasonable request, and at the

free from incumbrances.

Further assurance.

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proper costs and charges in the law of the said *O.P.* his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, or executed, all and every such further and other lawful and reasonable act and acts, thing and things, devises, conveyances, and assurances in the law whatsoever, for the further, better, more perfect and absolute conveying and assuring the said hereditaments and premises mentioned to be hereby released as aforesaid, with the appurtenances, unto, and to the use of the said *O.P.* his heirs and assigns for ever, or as he or they shall direct or appoint, be the same by fine or fines, common recovery or common recoveries, or any other matter of record, or otherwise howsoever, as by the said *O.P.* his heirs or assigns, or his or their counsel learned in the law shall be lawfully and reasonably devised, or advised and required, so as such further assurances contain in them no further or other covenant or warranty than against the person or persons who shall be required to make and execute the same, and his, her, and their own heirs, executors, and administrators acts and deeds, and defaults, respectively, and the acts and deeds, and defaults of his, her, and their ancestors, and so as no person be compelled, or compellable to go or travel above five miles from the usual place of his or her abode, for the making or doing thereof. In witness, &c.

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*Coveyance of a Freehold Estate to a Purchaser, and
Covenant to surrender Copyholds.*

THIS INDENTURE tripartite, made the — day of —, in the — year of the reign, &c. and in the year of our Lord —, Between *L. O.* of —, in the parish of —, in the county of —, widow and relict, and also sole executrix named in the last will and testament, of *N. O.* late of — afore-
said, deceased, of the first part; *L. I.* of the parish of —, in the county of —, the brother and heir of *T. I.* late of —, deceased, who was the second son and devisee named in the last will and testament of *T. I.* late of —, in the parish of —, in the county of —, yeoman, deceased, and also the brother and heir of *N. O.* late of the parish of the said —, in —, in the said county of —, yeoman, also deceased, who was the eldest son and heir of the said *L. I.* late of —, deceased, and also nephew and heir of *R. I.* late of —, afore-
said, deceased, and *S.* the wife of the said *L. I.* of the second part; and sir *A. D.* of —, in the county of —, (a) bart. on the behalf of his younger son *A. D.* esq. an infant, of the third part; Whereas the said sir *A. D.* hath agreed with *L. I.* for the absolute purchase, as well of the inheritance in fee simple, of the freehold messuages, lands, closes, tenements, and hereditaments, hereinafter mentioned to be hereby granted and released, as of the inheritance in fee simple, according to the custom, of the manor whereof the same are holden of the customary lands hereinafter covenanted to be surrendered, and which are parcel of the manor of —, in the said county of — for the price or sum of —.

Parties.

Recital of
agreement to
purchase.

(a) This is part of the name, and therefore necessary to be inserted,

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It is witnessed,
that in con-
sideration of,
—, paid by the
said sir D. J. to
L. M. due on a
mortgage.

And for and in
consideration
of, &c. of like
money.

Transfer,

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of — of lawful money of *Great Britain*, to her the said *L. O.* in hand well and truly paid by the said sir *A. D.* a or before the sealing and delivery of these presents in full; for the principal money due to her on a mortgage on part of the premises hereinafter mentioned and released, the receipt whereof the said *L. O.* doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, exonerate, and discharge the said sir *A. D.* his heirs, executors, and administrators, and every of them, by these presents. AND also for and in consideration of the further sum of —, of like lawful money of *Great Britain*, to him the said *L. I.* in hand well and truly paid by the said sir *A. D.* also before the sealing and delivery of these presents, the necessary payments for which said several sums of — and —, and —, making together the said sum of — and —, the said *L. I.* doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, exonerate, and discharge the said sir *A. D.* his heirs, executors, and administrators, and every of them, by these presents, they the said *L. I.* and *T.* his wife have, and each of them hath granted, bargained, sold, aliened, released, and confirmed, and by these presents do, and each of them doth grant, bargain, sell, alien, release, and confirm, unto the said sir *A. D.* (in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said *L. I.* for 5s. consideration, by indenture bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the said indenture, bargain, and sale, and by the force of the statute made for transferring of uses into possession,) and to his heirs and assigns, all that messuage,

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Parcels.

tenement, or farm-house, with the appurtenances, heretofore sometime in the tenure or occupation of *B. G.* his assignee or assignees, since of *A. D.* deceased, and now of *N. D.* his widow, her assignee or assignees, under-tenant or under-tenants, situate, standing, and being at ———— aforesaid, together with the barns, stables, out-houses, yards, gardens, orchards, and back-sides, thereunto belonging, and also all those five closes of freehold and arable land, pasture or sward ground, to the same messuage or tenement belonging, commonly called the ————; and also all that close, piece, or parcel of arable land, pasture, or sward ground, with the appurtenances, commonly called ————, lying in ————, in the parish of ————, aforesaid, and all the freehold arable land, leys, meadow, and pasture, and wood-ground, thereunto appertaining, or with the said messuage, tenement, and farm-house, usually held and enjoyed, containing, in the whole, by estimation, ———— acres, be the same more or less, now also in the tenure or occupation of the said *N. D.* widow, her under-tenants or assigns,; and also all that freehold cottage or tenement now in the occupation of ————, as under-tenant to the said *N. D.* with the out-houses, yards, gardens, orchards, and appurtenances, thereunto belonging, which said messuage, and the said cottage or tenement, lands, hereditaments, and premises, are situate, lying, and being, in the said parish of ————, and in the parishes of ———— and ————, or one of them, in the said county of ————; and also all other the freehold messuages, lands, tenements, and hereditaments, whatsoever, of him the said *L. I.* situate, lying, and being in the said parishes of ————, and ————, and ————, or either of them, or elsewhere, in the said county of ————, with their and every of their appurtenances, late the estate and inheritance of the said *L. I. N. O.* and *R. L.* or

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General words.

Together with
all deeds, &c.

Habendum.

And this in-
denture further
witnesseth, &c.

any or either of them; and also all ways, paths, passages, water, water-courses, commons, profits, commodities, and appurtenances, to all and every the aforesaid premises belonging, or in anywise appertaining, all which said messuage, and the said cottage or tenement, lands, hereditaments, and premises, together with the copyhold lands hereinafter covenanted to be surrendered, are now in the tenure or occupation of the said *N. D.* her under-tenants or assigns, at and under the yearly renty of £—, or howsoever otherwise the said messuage, cottages, lands, hereditaments, and premises, are abutted, bounded, or described, distinguished, called, tenanted, or known, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part thereof, and also all deeds, evidences, and writings, escripts, munements, and copies of court rolls whatsoever, touching or concerning the said several freehold premises hereinbefore mentioned, or intended to be released, or touching or concerning the title of the copyhold lands and hereditaments hereinafter covenanted to be surrendered to the use of the said *A. D.* and his heirs, by the said *L. I.* party hereto, now in the custody, or power of him the said *L. I.* or which he can come by without suit at law, or in equity.

To HAVE AND TO HOLD all and singular the said freehold messuages or tenements, cottage, pieces or parcels of land, meadow and pasture ground, hereditaments, and premises, hereinbefore mentioned, and intended to be hereby granted and released, with their and every of their appurtenances, unto the said sir *A. D.* his heirs and assigns, to the only use and behoof of the said *A. D.* his heirs and assigns, for ever, and to and for no other use, intent, or purpose, whatsoever. AND THIS INDENTURE FURTHER WITNESSETH, that for the considerations aforesaid, and to the intent to bar

the dower, and thirds, and other right of the said *S.* the wife of the said *L. I.* and for the better granting and assuring the said freehold messuage or tenement, cottage, pieces or parcels of land, meadow, pasture ground, and premises, hereinbefore mentioned, and intended to be hereby granted and released, with their and every of their appurtenances, unto and to the use of the said *A. D.* his heirs and assigns; the said *L. I.* for himself and the said *S.* his wife, doth covenant, promise, and agree, to and with the said sir *A. D.* his heirs and assigns, that they the said *L. I.* and his wife, shall and will, as of the last Hilary term, or before the end of Easter term next ensuing the date of these presents, or in or of some other subsequent term, at the costs and charges in the law of the said *L. I.* his heirs or assigns, acknowledge and levy, in due form of law, before the justices of his majesty's court of common pleas, at *Westminster*, one fine, *sur consauance de droit come cco*, &c. to be ingrossed, recorded, and sued forth, with proclamations to be thereupon had, according to the form of the statute in that case made and provided, and the common course of fines in such cases used unto the said sir *A. D.* and his heirs, of all and singular the said freehold messuage or tenement, cottage, pieces and parcels of land, meadow, pasture ground, and premises, mentioned, and intended to be hereby released, with their and every of their appurtenances, by such apt and convenient name and names, number of acres, quantities and qualities of land, and other descriptions, as will effectually comprehend the same, and shall for that purpose be thought fit and requisite. AND it is hereby declared and agreed, by and between all the said parties to these presents, for themselves, their respective heirs and assigns, to be the true intent and meaning of these presents, and of the said parties, that as well the

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tent to bar the
dower of the
said *S.* wife of
said *L. I.**L. I.* doth co-
venant to levy
a fine.

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Covenant to
surrender
copyholds.

saïd fine or fines so as aforesaid, or in any other manner to be had and levied as aforesaid, from and after the perfecting thereof, all and every other fine and fines, recovery and recoveries, conveyances and assurances, in the law whatsoever, already had, made, done, acknowledged, levied, suffered, and executed, or hereafter to be had, made, done, acknowledged, levied, suffered, and executed, of the saïd messuage or tenement, cottage, pieces or parcels of land, meadow, pasture ground, and premises, mentioned, and intended to be hereby granted and released, with their and every of their appurtenances, or any part or parts thereof, by or between the saïd parties to these presents, or any of them, or hereunto, they or any of them, are, is, or shall be party or parties, shall be and enure, and shall be adjudged, construed, deemed, and taken to be and enure, and is and are hereby declared to have been, at the time of making, acknowledging, levying, suffering, and executing thereof, meant and intended to be and enure to the use and behoof of the saïd *A. D.* and of his heirs and assigns for ever, and to and for no other use, intent, or purpose, whatsoever. AND THIS INDENTURE FURTHER WITNESSETH, that for the considerations aforesaid, the saïd *L. I.* for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the saïd *fir A. D.* his heirs and assigns, by these presents, that he the saïd *L. I.* shall and will, within the space of one calendar month next ensuing the date of these presents, surrender into the hands of the lord of the saïd manor of —, in the saïd county of —, according to the custom of the saïd manor, all such and so much as is copyhold, of all those four acres of arable land, more or less, by estimation, lying in a field called —, in the parish of —, aforesaid; and also all those two pieces or parcels of customary land,

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with their appurtenances, lying and being in a field called —, otherwise —, in the parish of —, afore said, containing, by estimation, one acre and a half, be the same more or less, abutting west on —, and the reversion and reversions, and remainder and remainders, rents, issues, and profits, thereof, to the use and behoof of the said sir *A. D.* his heirs and assigns, for ever, and to and for no other use, intent, or purpose whatsoever, according to the custom of the said manor, so that he the said sir *A. D.* may be admitted thereto, and be absolutely intitled to the same customary or copyhold premises, and the inheritance thereof so sold to him as afore said; and the said *L. I.* for himself, his heirs, executors, administrators, and assigns, and for every of them, doth covenant and grant, to and with the said sir *A. D.* his heirs and assigns, by these presents, in manner following, (that is to say,) that for or notwithstanding any act, matter, or thing, whatsoever, by him the said *L. I.* or any of his ancestors or family, done or suffered to the contrary; he the said *L. I.* now at the time of the sealing and delivery of these presents, is, and standeth lawfully and rightfully seised of and in the said messuage or tenement, cottage, pieces or parcels of land, meadow, pasture, hereditaments, and premises, hereinbefore mentioned, and intended to be hereby granted and released, as afore said, with their and every of their appurtenances, of a good, perfect, and absolute, indefeasible estate of inheritance, in fee simple, in possession, and of and in the said copyhold lands and hereditaments hereinbefore mentioned, and every part and parcel thereof, with their and every of their appurtenances, of an estate of inheritance to him and his heirs, in possession, according to the custom of the manor whereof the same are holden, without any manner of condition, power of revocation, limitation of new or other use or

Covenant that the vendor, notwithstanding any act done by him, is lawfully seised in fee of the said premises meant to be released in fee; and of and in the said copyhold estates, of an estate of inheritance, to him and his heirs, according to the custom of the manor.

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And hath good
right to grant
and convey the
said freehold
lands.

And to surren-
der the said
copyhold
lands to the
said A. D. his
heirs and af-
signs,

for peaceable
enjoyment,

free from in-
cumbrances.

uses, estate or estates, or other act, matter, or thing, whatsoever, to alter, change, determine, or defeat the same estate; and also that (for or notwithstanding any such act, matter, or thing, as aforesaid,) he the said *L. I.* now hath in himself good right, full power, and lawful and absolute authority to grant, convey, and assure the said freehold messuage or tenement, cottage, lands, tenements, hereditaments, and premises, with their and every of their appurtenances, unto and to the use of the said sir *A. D.* his heirs and assigns, as aforesaid, and to surrender the said copyhold land and hereditaments, unto and to the use of the said sir *A. D.* his heirs and assigns, for ever, in manner and form aforesaid, and according to the true intent and meaning of these presents; and further, that he the said sir *A. D.* and his heirs and assigns shall and lawfully may from time to time and at all times for ever hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy, as well the said freehold messuage or tenement, cottage, pieces and parcels of land, hereditaments and premises hereby released, as also the said copyhold, land, and hereditaments hereinbefore mentioned and covenanted to be surrendered, with their and every of their appurtenances, and receive and take the rents, issues, and profits thereof respectively, and of every part thereof, to his and their own use and uses without any lawful let, suit, hindrance, interruption, or denial of or by the said *L. I.* and *S.* his wife, or either of them, their or either of their heirs or assigns, or of or by any other person or persons lawfully claiming, or who shall or may hereafter claim by, from, or under them or any of them; or by, from, or under any of the ancestors of the said *L. I.* and that free and clear, and freely and clearly acquitted, exonerated and discharged of and from all and all manner of former and other gifts, grants, bar-

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gains, sales, leases, releases, mortgages, surrenders, settlements, jointures, dowers, uses, intails, rents, arrears of rents, statutes, recognizances, judgments, charges, and incumbrances whatsoever, had, made, committed, suffered, or done by him the said *L. I.* or the said *T. L.* deceased, or any other person or persons whomsoever, except a certain indenture of mortgage, bearing date the — day of —, which was in the year of our Lord — and — and expressed to be made between the said *L. I.* of the one part, and the said *N. O.* of — since deceased, of the other part; whereby the said close of land, pasture, and sward ground called — close, being part of the lands and hereditaments hereinbefore granted and released, were granted and demised to him the said *N. O.* his executors, administrators and assigns, for a certain term of — years, subject to a redemption on the said *L. I.* his heirs, executors, or administrators paying the sum of — as therein is mentioned; and which said term of — years is by indenture quadripartite intended to bear even date herewith, and expressed to be made between *L. O.* the widow, relict and executrix of the said *N. O.* deceased, of the first part, the said *L. I.* of the second part; the said sir *A. D.* of the third part, and sir *S. W.* of — in the county of — bart. of the fourth part, assigned to the said sir *S. W.* his executors, administrators, and assigns, in trust for the said *A. D.* his heirs and assigns, to protect the inheritance of the same land from all mesne incumbrances, (if any such there be;) and also except the rents, quit-rents, and services, which shall from henceforth become due and payable to the chief lord or lords of the fee or fees, of whom the said copyhold premises are or shall be respectively holden: and, moreover, that they the said *L. I.* and *S.* his wife, and their heirs, and all and every other person or persons

except a certain indenture, &c.

creating a term for securing money on mortgage,

meant to be assigned to attend the inheritance.

And also except the quit-rents due to the chief lord.

And for further assurance.

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lawfully claiming, or who shall or may claim any estate, right, title, trust, or interest of, in, to, or out of the said several freehold and copyhold premises hereinbefore granted and released, and covenanted to be surrendered as aforesaid, or any of them, or any part or parcel thereof, by, from, or under, or in trust for him, her, or them, or by, from, or under the said *L. I.* deceased, shall and will, from time to time, and at all times hereafter, at the request, costs, and charges, in the law, of the said *sir A. D.* his heirs or assigns, make, do, acknowledge, &c. (*Covenant for further assurance.*) In witness, &c.

Lease and Release of Freehold and Copyhold Premises to a Purchaser.

THIS INDENTURE made, &c. Between *C. I.* and *D. A.* of —, of the first part; *L. C.* and *R. I.* of &c. of the second part; *sir P. B.* of &c. and *L.* his wife, of the third part; the honourable *Y. A.* of —, in the said county of —, widow and relict of the right honourable *C. A.* late lord high chancellor Great Britain, her late husband deceased; which said *Y. A.* is another of the three daughters and coheiresses of the said *I. H.* and another residuary legatee in his last will and testament, of the fourth part; the honourable and Rev. *Y. I.* lord bishop of —, fifth son of —, late earl of —, *H. G.* of —, in the county of —, bart. and the rev. *J. I.* rector of — D.D. survivors of the trustees named in the settlement made previous to, and in consideration of the marriage of the said *Y. C.* with the said *Y. A.* of the fifth part; *C. W.* of —, in the parish of —, *B. M.* in the said county of —, esq. and *D. H.* his

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wife, the other of the three daughters and co-
 heirs of the said *I. H.* and the other residuary
 legatee in his last will and testament, of the sixth
 part; *A. I.* of ——— aforesaid, esq. survivors of
 the trustees named in the settlement made pre-
 vious to, and in consideration of the marriage of
 the said *W. C.* with the said *C. H.* of the seventh
 part; the said *G. I.* and *M.* his wife, of the eighth
 part; *S. I.* of ———, esq. of the ninth part; *A. E.*
 late of ——— aforesaid, and then and now of
 ———, in the county of ———, aforesaid, widow
 and relict of the aforesaid *A. I.* and a devisee in
 his last will and testament, of the tenth part;
E. I. of ———, in the county of ———, esq. sole
 executor of the last will and testament of *C. M.*
 his late wife, deceased, heretofore *B. M.* spinster,
 who was the sole executrix of the last will and
 testament of *R. I.* late of ———, aforesaid, other-
 wise ———, otherwise ———, in the said county of
 ———, deceased, of the eleventh part; *W. V.* of
 ———, in the said county of ———, esq. of the
 twelfth part; and the said *L. C.* and *D. I.* of
 the thirteenth part; and a fine acknowledged and
 levied in Easter term then last, before the justices
 of the court of common pleas, at *Westminster*, the
 said *L. C.* and *R. I.* plaintiffs, and the said *L. D.*
P. B. T. A. C. W. and *D. H.* his wife, and *G. I.*
 and *M.* his wife, defendants, and other assurances
 in the law, the manor of ———, with the appur-
 tenances, in the county of ———, and several free-
 hold messuages, mills, lands, tenements and here-
 ditaments, situate, lying, and being in ———, ———,
 and ———, in the said county of ———, and in ———,
 otherwise ——— and ———, in the said county of
 ———, of which the manor, and the messuages,
 tenements, and lands, hereinafter more particularly
 mentioned, and intended to be hereby granted
 and released, are parts, were conveyed and assured
 unto and to the use of the said *L. C.* and *R. I.* and

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their heirs, and by the said indenture of release, the said *G. I.* covenanted that he and the said *M.* his wife, or her heirs, would, on or before the — day of —, then next ensuing, or at the next court or courts to be holden for the respective manors of —, the rectory of —, with —, otherwise — and —, in — and —, otherwise — and —, in the said counties of — and —, surrender according to the custom of the said manors respectively, into the hands of the respective lords of the said manors, all and every the said messuages, lands, tenements, and hereditaments, whatsoever, of the said *G. I.* and *M.* his wife, or either of them, holden of the said manors respectively, by copies of court-roll, and which were heretofore of the said *A. I.* deceased, or of any other person or persons in trust for him, with their and every of their appurtenances, and the reversion and reversions, remainder and remainders thereof, to the use of the said *L. C.* and *R. I.* their heirs and assigns, or to the use or uses of such person or persons as should contract or agree with the said *L. C.* and *R. I.* or the survivor of them, or his heirs, to become the purchaser or purchasers thereof respectively. And it is in and by the same indenture of release expressly declared and agreed between and by the said *L. C.* and *R. I.* and the said *G. I.* and *M.* his wife, that the said *L. C.* and *R. I.* and their heirs, should stand and be seised of the said manor of —, and of all and every the said freehold, copyhold, and customary messuages, mills, lands, tenements, hereditaments, and premises, thereby respectively released and covenanted to be surrendered, with their appurtenances, upon such trusts, and for such intents and purposes as are therein expressed and declared, and hereinafter mentioned, of or concerning the same, (that is to say,) upon trust, that they the said *L. C.* and *R. I.* or the survivor

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of them; or his heirs, should, with the consent of the said G. I. and M. his wife, or the survivor of them, or the heirs of such survivor, to be signified by some writing signed by them, or the survivor of them, with their, or his, or her hands or hand, make sale and dispose of the said manor of —, and all the said freehold and copyhold messuages, mills, lands, tenements, and hereditaments, with the appurtenances, in the said counties of — and —, either entirely and together, or in parcels, or any part or parcels thereof, to any person or persons who should be willing to become the purchaser or purchasers of the same premises respectively, for the most money, and the best price or prices that could be reasonably had or gotten for the same, and should pay, apply, and dispose of the money arising by such sale or sales, in manner, and for the purposes therein mentioned, and for promoting and facilitating the sale of all and singular the premises aforesaid, it is by the same indenture further declared, and expressly agreed, by and between all and every the last named parties thereto, that the receipt or receipts of the said L. C. and R. I. or the survivor of them, or his heirs, signed with their or his hands or hand, should be a sufficient discharge, and sufficient discharges to the purchaser or purchasers of the premises, or any part thereof, and to his, her, and their respective heirs, executors, administrators, and assigns, for so much of the purchase money for which such receipt or receipts should be so given and signed as aforesaid, and that after the giving and signing such receipt or receipts, the said purchaser or purchasers, his, her, or their heirs, executors, administrators, and assigns, should not be answerable or accountable for any loss, misapplication, or non-application, of the sum or sums of money, which in or by such receipt or receipts should be acknowledged, or expressed to

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CHASERS.

Recital of the
contract.

Now this in-
denture wit-
nesseth
Consideration.

be received, or any part thereof, as in and by the said recited indentures of lease and release, and the record of the said fine, reference being thereunto respectively had, will more fully and at large appear. AND whereas the said *L. C.* and *R. I.* have, with the consent and approbation of the said *G. I.* and *M.* his wife, testified by their being parties to, and signing, sealing, and delivering these presents, contracted with the aforesaid *W. T.* for the sale of the manor, messuages, or tenements, lands and hereditaments, hereinafter by these presents granted and released, and also of the copyhold messuages, lands, tenements, and hereditaments, hereinafter mentioned to be surrendered, and being part of the freehold and copyhold messuages, lands, tenements, and hereditaments, by the said recited indenture granted and released, and mentioned to be surrendered, with their appurtenances, to him the said *W. T.* who agreed to become the purchaser thereof, at or for the price or sum of ——. Now THEREFORE this Indenture witnesseth, that for and in consideration of the sum of —, of lawful money of *Great Britain*, to the said *C. I.* and *A. D.* well and truly paid by the said *W. T.* at or immediately before the sealing and delivery of these presents, with the consent and by the direction of the said *G. T.* and *M.* his wife, testified in manner aforesaid, the receipt of which said sum of —, the said *C. I.* and *A. D.* do hereby acknowledge, and thereof, and of and from the same and every part thereof, do acquit, release, and discharge the said *W. T.* his heirs, executors, and administrators, for ever, by these presents, and also for and in consideration of the sum of 5s. of such lawful money as aforesaid, to the said *C. I.* and *A. D.* in hand paid by the said *T. R.* at or before the sealing and delivery of these presents, with the like consent and direction of the said *G. I.* and *M.*

his wife, testified as aforesaid, the receipt whereof is hereby acknowledged, and also for and in consideration of the further sum of 10s. of such lawful money as aforesaid to the said G. T. and M. his wife, likewise well and truly paid by the said W. T. and T. R. at or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said G. I. and D. A. with the consent, and by the direction of the said G. I. and M. his wife, testified in manner aforesaid, have, and each of them hath bargained, sold, aliened, released, and confirmed, and by these presents do, and each of them doth bargain, sell, alien, release, and confirm, and also the said G. I. and M. his wife, have, and each of them hath granted, bargained, sold, aliened, released, and confirmed; and by these presents do, and each of them doth grant, bargain, sell, alien, release, and confirm, unto the said W. I. and R. R. (in their actual possession now being,) by virtue of a bargain and sale to them thereof made by the said C. I. A. D. G. I. and M. his wife, in consideration of 5s. by indenture, bearing date the day next before the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring of uses into possession,) and their heirs, all that the manor or lordship of — with all the rights, members, and appurtenances whatsoever, to the same belonging, or in any wise appertaining, in the parish of — aforesaid, or elsewhere, in the said county of —, and also all and singular, heaths, warrens, furzes, moors, marches, rivers, streams, waters, ponds, ways, waste-grounds, hawkings, huntings, fishings, fowlings, views of frankpledge, courts leet, courts baron, the perquisites and profits of courts, reliefs, escheats, fines, quit-rents, fee-farm rents, common fines, forfeitures, amercia-

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Parcels.

General words
applicable to a
manor.

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ments, services, waifs, estrays, and all other liberties, privileges, franchises, pre-eminences, rights, royalties, immunities, profits, commodities, emoluments, and appurtenances whatsoever, to the said manor or lordship belonging or in any wise appertaining, or accepted, reputed, taken, or known as part, parcel, or member of the same, and also all that capital messuage or mansion-house, situate, standing and being in ———— afore said, with the court yards, and other yards, gardens and orchards, thereunto belonging and adjoining, the site whereof containing in the whole by admeasurement ———— acres, ———— roods and ———— perches, little more or less, now in the occupation of the said *W. I.* and also all that messuage, tenement, or farm-house, with the yards, stables, and out-houses thereto belonging, near adjoining to the said capital mansion-house and premises, late in the occupation of *F. I.* situate, standing and being in ———— afore said, towards ————, the site of which said messuage or farm-house with the yards, stables, and out-houses thereto belonging, contain in the whole by admeasurement, ———— perches, little more or less, and also all that close, or piece of inclosed pasture ground, called ———— close, containing by admeasurement ———— acres, and ———— perches, little more or less,) and also all that other close or piece of inclosed arable or pasture land called ————, containing by admeasurement ———— acres, ———— roods, and ———— perches, (little more or less,) and also all that other close or piece of inclosed pasture land called ————, containing by admeasurement ———— acres, and ———— perches, (little more or less,) and also all that other close or piece of inclosed land called ————, containing by admeasurement, ———— acres, ———— roods, and ———— perches, (little more or less,) and also all that other close or piece of inclosed land, called little ————, containing by admeasurement ———— acres, ———— roods, and ————

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perches, (little more or less,) and also all that close or piece of inclosed wood land, called —, containing by admeasurement — acres, — roads, and — perches, (little more or less,) all which said capital mansion-house, gardens, out-houses, messuage or farm-house, closes, and parcels of land are situate, standing, lying and being in the parish of — aforesaid, and adjoining and contiguous to each other, and are bounded on the east by the town street of — aforesaid, on the north by the said road called the — way, on the west by the road leading from — to —, on part of the south by the river there, and on the remaining part of the south, by the land of —, and also all that messuage or tenement called or known by the name or sign of —, with the dove-house, out-houses, yard, garden, and orchard, thereto adjoining, now in the tenure or occupation of R. E. or his under-tenant or under-tenants, and also all that farm-yard or piece of ground called — farm-yard, and a barn standing thereon, called the — barn, and also all that close of pasture called — close, all which said last mentioned messuage, orchard, farm-yard, close of pasture and premises are likewise situate, standing, lying and being in the parish of — aforesaid, adjoining and contiguous to each other, and contain in the whole by admeasurement — acres and — perches, (little more or less) and are bounded on the south by the road leading to —, called the — way, and on the east by the street or green of —, aforesaid, and adjoin on the north and west on the land of B. I. gent. and also all that messuage or tenement, situate, standing and being in — aforesaid, called or known by the name of the court farm-house with the garden, yards, barns, stables, and out-houses thereto belonging, containing by admeasurement — acres, and — perches, (little more or less) and also all those two

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clofes, pieces, or parcels of land or pasture, called the orchard, part of which now is or lately was a rickfted, and the old orchard to the faid meffuage adjoining and belonging, containing together by admeafurement — acres, — roods, and — perches, (little more or lefs) and alfo all that meffuage, cottage, or tenement, fituate in — aforefaid, with the barns, out-houfes, yards, and garden thereunto belonging, now in the occupation of *A. T.* containing in the whole by admeafurement — perches, (little more or lefs,) adjoining to the faid piece of ground called the orchard, and alfo all that other cottage or tenement in — aforefaid, adjoining to a copyhold meffuage, holden of the manor of *A. D.* hereinafter mentioned, and covenanted to be furrendered, with the yards, gardens, and appurtenances to the faid cottage belonging, containing by admeafurement — perches, (little more or lefs,) and alfo all that orchard, homedall or piece of inclofed pasture called — homedall, belonging and adjoining to the faid copyhold, meffuage, holden of the manor of *A. D.* aforefaid, and hereinafter covenanted to be furrendered, containing by admeafurement — acres, — rood, and — perches, (little more or lefs,) and alfo all that clofe, platt, or piece of ground called — in the parifh of — aforefaid, containing — acres, — roods, and — perches, bounded on the eaft by the river running from — to — on part of the fouth by an orchard and garden, belonging to the mill called — mill, on part of the weft, and on the remaining part of the fouth, by an old inclofure hereinbefore mentioned, called the old orchard, on the remaining part of the weft by a lane leading into the common green of — aforefaid, and an old inclofure belonging to *A. I.* and on the north by an old inclofure called — homedall, hereinbefore mentioned, and alfo all that other plot or

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piece of ground, containing ——— roods, and ——— perches, bounded on the east by the river running from ——— towards ———, on the west by an old inclosure hereinbefore mentioned, called — home-fall, and on the north by the road leading from ——— to ———, called the ——— way, which said two last mentioned pieces of ground, together with other lands were allotted to the said G. I. and M. his wife, by the commissioners named in an act of parliament, for dividing and inclosing the common open fields, and other commonable lands and grounds in the parish of ——— aforesaid, all which several last mentioned messuages, cottages, closes, pieces, and parcels of land lie contiguous and adjoin each other, and are bounded on the west by the street of ——— and ———, of the said ———, and on the east by the river there, and now are or late were in the tenure or occupation of B. W. his undertenants or assigns, except the said cottages and premises herein mentioned, to be in the occupation of the said A. I. all which said several closes, pieces, and parcels of land and pasture ground, dove-house, orchards, gardens, and the sites of the ground whereon the said messuages, or tenements, and buildings stand, are discharged and exempted from the payment of all and all manner of tithes, both great and small, moduses and compositions for tithes, and all other ecclesiastical deeds and payments whatsoever, belonging to the rector of ———, aforesaid, for the time being, in and by the award in writing, bearing date the ——— day of ———, last past, made by the commissioners named in an act of parliament passed in the ——— year of the reign of his present majesty king George III. intituled an act for dividing and inclosing the open and common fields, and other commonable lands and grounds in the parish of ———, in the county of ———, and enrolled in his majesty's court of common pleas, at *Westminster*, in Easter term last;

Free from
tithes.Recital of
award.

LEASE AND RELEASE.

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and also all that close, piece, or parcel of inclosed meadow or pasture ground, in the parish of ——— aforefaid, called ———, bounded on the north by —, and on the east and south-east by the road leading from — to —, containing, by admeasurement, — acres, — rood, and — perches, and also all that other piece or parcel of common meadow, in the parish of ——— aforefaid, adjoining to the last-mentioned piece of ground, and lying between the same and the river there, and containing, by admeasurement, — acre, — roods, and — perches; which two last-mentioned pieces of land and ground late also were in the occupation of the said *B. W.* his under-tenants or assigns; and are bounded on the west by the river, running from — towards —, and on the east by the public road, leading from the hamlet of — towards — aforefaid; and also all that piece of inclosed arable land, lying in the parish of — aforefaid, containing, by admeasurement, — acres, — roods, and — perches, now in the occupation of *I. T.* bounded on the west by the said road, leading from — to —; on the north by the land of *S. W.* gentleman, and others; on the south by the land of the said *W. T.* and the land of *B. T.* esq. and on the east by the land of the said *G. T.* and *M.* his wife, in the occupation of *W. W.* being part of the freehold land allotted to the said *G. T.* and *M.* his wife, by the commissioners named in another act of parliament, for dividing and inclosing the open and common fields and grounds, in the hamlet of ———, in the said parish of ———, and also all that cottage or tenement, with the garden and appurtenances thereto belonging, situate, standing, and being near a place, called ———, in ——— aforefaid, now in the occupation of *W. W.* adjoining to the foot-path leading from ——— aforefaid to ———, fronting the garden wall of *Mr. I. S.* towards the north, or howsoever

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otherwise the said messuages, closes, lands, and premises now are, or at any time heretofore have been abutted, bounded or described, distinguished, called, tenanted, or known; and all messuages, out-houses, dove-house, barns, coach-houses, stables, edifices, buildings, yards; orchards, back-sides, woods, underwoods, and the ground and soil thereof, hedges, ditches, trees, fences, ways, waters, watercourses, commons of pasture, rights, liberties, privileges, advantages, profits, commodities, emoluments, exemptions from tithes, hereditaments, and appurtenances whatsoever to the said manor, messuages or tenements, lands, hereditaments, and premises hereinbefore released or mentioned, or intended so to be, or any of them, or any part or parcel thereof, belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, use, trust, property, claim, and demand whatsoever, of them, the said *L. C. R. I. G. T. and M.* his wife, and each and every of them, of, in, to, or out of the same manor, messuages or tenements, lands, hereditaments, and premises, and every or any of them, or any part or parcel thereof; and also all deeds, evidences, and writings, court-rolls, books, recitals, escripts, and monuments whatsoever, that relate to or concern the said manor or lordship, or the said freehold messuages or tenements, lands, hereditaments, and premises hereinbefore released, or mentioned or intended so to be, or any of them, or to the customary or copyhold messuages, lands, and hereditaments, hereinafter covenanted to be surrendered, or any of them only, and not jointly with any other messuage, lands, and hereditaments, which now are in the hands, custody, or power, of the said *L. C. R. I. G. T. and M.* his wife, or any of them, or which they, or any of them, can

together with
all deeds, &c.

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Habendum.

As to the estate
for life of the
said T. R. in
trust for the
said W. T.

come by, without suit at law, or in equity, and true copies of all such other deeds, evidences, and writings, in their or any of their hands, custody or power, or which they, or any of them, can come by, without suit at law, or in equity, or relate to and concern the said freehold or copyhold premises, or any of them, jointly, with any other messuages, lands, or tenements, such copies to be made at the costs of the said G. I. his executors or administrators, To HAVE AND TO HOLD the said manor or lordship, and all and every the messuages or tenements, cottages, closes, fields, lands, hereditaments, and premises hereby released or mentioned, or intended so to be, with their appurtenances, unto the said W. T. and I. R. their heirs and assigns, to the only use and behoof of the said W. I. and T. R. and of the heirs and assigns of the said W. I. for ever; nevertheless, as to the estate for life of the said T. R. in the said premises, in trust only for the said W. I. his heirs and assigns; and whereas the said G. T. and M. his wife, with the privity and approbation of the said L. C. and R. I. testified by their being parties to, and sealing and delivery of these presents, did, by surrender, bearing date the — day of — now last past, duly surrendered into the hands of the lord of the manors of — and — in the said county of — all that messuage or tenement, situate, lying, and being, in — in the parish of — aforesaid, late in the occupation of W. R. and also one close of meadow or pasture there, containing — acres, (be the same more or less,) near the said messuage, and one close of pasture there, called —, containing by estimation — acres, be the same more or less; and one close of pasture, called the —, containing — acres, by estimation, be the same more or less, all which said last-mentioned premises were late in the tenure or occupation of the said W. R.

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and now in the tenure or occupation of *I. W.* or his under-tenants, and to which the said *M.* the wife of the said *G. I.* was admitted tenant, at a general court baron, holden for the said manor, on the — and — days of —, and the reversion and reversions, remainder and remainders, of all and singular the said copyhold or customary messuage, lands, tenements, hereditaments, and premises, to the use and behoof of the said *W. I.* his heirs and assigns, for ever; and whereas the said *G. I.* and *M.* his wife, with the like privity and approbation of the said *L. C.* and *R. I.* testified as aforesaid, by one other surrendér, bearing date the — day of — instant, duly surrendered into the hands of the lord of the manor of —, otherwise — aforesaid, all that customary messuage or tenement, situate in — aforesaid, in the said county of —, with the yards, barns, stables, and out-houses thereto belonging, containing in the whole, by admeasurement, — rood and — perches, formerly purchased of *I. W.* esq. now or late in the tenure or occupation of the said *B. W.* his under-tenants or assigns, together with all ways, waters, easements, commons, profits, commodities, advantages, and appurtenances whatsoever, to the said messuage or tenement belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, equity, property, claim, and demand whatsoever, of them the said *G. I.* and *M.* his wife, or either of them, of, in, or to the same, to the use and behoof of the said *W. I.* and his heirs and assigns for ever, according to the custom of the said manor; and the said *L. C.* for himself, his heirs, executors, and administrators, and the said *R. I.* for himself, his heirs, executors, and administrators, do, and each of them doth, severally and respectively, and not jointly, or the

General words.

Covenant by
L. C. and *R. I.*
severally, that
they have done
no act to in-
cumber.

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Covenant by
G. I. that said
L. C. D. I.
G. B. or one
of them are
seised in fee of
said freehold
premises.

one for the other of them, or for the acts, deeds, heirs, executors, or administrators of the other of them, but each of them for himself, and for his own acts, deeds, heirs, executors, and administrators only, covenant, promise, and agree, to and with the said *W. I.* his heirs and assigns, by these presents, that they, the said *L. C.* and *R. I.* or either of them, have not and hath not, at any time heretofore, made, done, committed, or executed, or wittingly or willingly permitted or suffered, any act, deed, matter, or thing whatsoever, whereby or wherewith, or by means whereof the said manor, messuages or tenements, lands, hereditaments, and premises, hereby respectively released, and expressed to be surrendered, or mentioned, or intended so to be, or any of them, or any part or parcel thereof, are, or is, or can, shall, or may be any way impeached, charged, affected, or encumbered in title, estate, or otherwise howsoever; and for the consideration aforesaid, the said *G. T.* doth for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *W. I.* his heirs and assigns, by these presents in manner following, that is to say, That for or notwithstanding any act, deed, matter, or thing whatsoever by them the said *L. C. R. I. G. I.* and *M.* his wife, or any of them, or any of her ancestors, made, done, committed, or executed, or wittingly or willingly permitted or suffered to the contrary they the said *L. C. R. I. G. I.* and *M.* his wife, or some or one of them now are or is seised of or entitled to a good, sure, absolute, and indefeasible estate of inheritance in fee-simple of and in all the said manor, messuages or tenements, lands, hereditaments, and premises hereby released or mentioned, or intended so to be, with their appurtenances, and at the respective times of making the said surrender, were or was seised

or intituled to them and their, or some or one of their heirs, according to the custom of the said manors of — and — of all the said customary or copyhold messuages, lands, or tenements and premises hereinbefore mentioned to have been surrendered with their appurtenances, without any manner of condition, power of revocation, limitation of use or uses, estate or estates, or any other restraint, matter, or thing whatsoever, to alter, charge, change, encumber, lessen, determine, defeat, or make void the same estates, and that for and notwithstanding any such act, deed, matter or thing as aforesaid; they, the said *L. E. D. I. G. I.* and *M.* his wife, or some or one of them now have or hath in themselves, or in himself a good right, full power, and lawful and absolute authority, to grant, bargain, sell, release, and convey all the said manor, messuages, lands, hereditaments and premises hereby released or mentioned, or intended so to be, with their appurtenances unto and to the use of the said *W. I.* and *R. I.* and the heirs and assigns of the said *W. I.* in manner aforesaid, according to the true intent and meaning of these presents; and at the respective times of making the said recited surrenders, had good right, full power, and lawful and absolute authority to surrender all the said copyhold or customary messuages, lands, tenements, and premises hereinbefore mentioned to have been surrendered, with their appurtenances, to the use of the said *W. I.* his heirs and assigns, in manner aforesaid; and also that it may and shall be lawful to and for the said *W. I.* his heirs and assigns, from time to time, and at all times for ever hereafter, peaceably and quietly to have, hold, use, occupy, possess and enjoy all the said manor, messuages, or tenements, lands, hereditaments and premises hereby respectively released and mentioned to be surrendered, or intended so to be, with their ap-

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And at the times of making these surrenders are seized according to the custom of the said manor, to them and their heirs, of said copyhold, messuages, &c.

And have good right to releasing freehold premises.

And at the time of making said surrender, good right and authority to surrender said copyhold or customary messuages, &c to the use of said *W. I.* his heirs and assigns.

And for quiet enjoyment.

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Free from in-
cumbances.

Except, &c.

For further as-
surance.

purtenances, and receive and take the rents, issues and profits thereof, to and for his and their own use, without any lawful let, suit, trouble, hindrance, interruption, denial, claim, or demand whatsoever, of, from, or by the said *L. C. D. I. G. I. and M.* his wife, or any of them, their, or any of their heirs or assigns, or of, from, or by any other person or persons whomsoever, having or lawfully claiming, or who shall or may hereafter have or lawfully claim, any estate, right title or interest of, in, to, or out of the same, or any part thereof, by, from, through, under, or in trust for him, her, them, or any of them, or any of the ancestors of the said *G. I.* and that free and clear, and freely, clearly and absolutely acquitted, exonerated and discharged, or otherwise by the said *G. I. and M.* his wife, or one of them, their, or one of their heirs, executors, or administrators, well and sufficiently saved, defended, kept harmless, and indemnified from and against all and all manner of former and other gifts, grants, bargains, sales, leases, releases, mortgages, settlements, jointures, dowers, right and title of dower, uses, trusts, entails, annuities, rent-charges, rents-seeck and arrears of rent, statutes, recognizances, judgments, elegits, extents, executions, debts of record, debts due to the king's majesty, forfeitures, re-entries, cause and causes of forfeiture and re-entry, and from and against all other estates, rights, titles, charges, and incumbrances whatsoever made, done, committed, or executed, or wittingly or willingly permitted or suffered by the said *L. E. D. I. R. I. and M.* his wife, or any of them, or any of her ancestors, (save and except the rents and services which ought from henceforth to be paid, done, and performed, for or in respect of the copyhold, messuages, lands, tenements, and premises hereinbefore mentioned, to be surrendered respectively;

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and moreover that they, the said *L. C. D. I. G. I.* and *M.* his wife, and all and every other person and persons having or lawfully claiming, or who shall or may have, or lawfully claim any right, title, or interest whatsoever, of, into, or out of the said manor, freehold and copyhold, messuages, tenements, lands, hereditaments, and premises hereby respectively released and mentioned to be surrendered, or any of them, or any part or parcel thereof, by, from, under, or in trust for them, or any of them, or any of the ancestors of the said *G. M.* shall and will from time to time, and at all times, within the space of twenty years next ensuing the date of these presents, upon the request and at the costs and charges of the said *W. I.* his heirs or assigns, make, do and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable acts, deeds, matters, conveyances, surrenders and assurances in the law whatsoever, for the further, better, more perfect and absolute conveying, surrendering, and assuring all the said manor, freehold and copyhold or customary messuages or tenements, lands, hereditaments and premises hereby respectively released and mentioned to be surrendered, with their appurtenances unto, and to the use of the said *W. I.* his heirs and assigns for ever, in manner before mentioned, as by the said *W. T.* his heirs or assigns, or his, their, or any of their counsel learned in the law shall be reasonably devised or advised and required, so as such further assurances, or any of them, do not contain any further or other warrant or covenant than against the person or persons who shall be required to make or execute the same; and his, her, or their own respective heirs, executors, administrators, acts and deeds only, and so as no person be compelled or compellable for the doing thereof, to travel or go

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And for pro-
duce on of title
deeds.

from the place or places of his, her, or their respective abodes or dwellings: AND LASTLY, the said *G. I.* doth hereby for himself, his heirs, executors, and administrators, further covenant, promise and agree to and with the said *W. I.* his heirs and assigns, that they the said *G. I.* and *M.* his wife, or one of them, their or one of their heirs or assigns, shall and will from time to time, and at all times hereafter, upon the request and at the costs and charges of the said *W. I.* his heirs or assigns, produce and show forth, or cause and procure to be produced and shown forth at any trial, hearing, or examination, in any court or courts of law or equity, or other court of judicature within that part of *Great-Britain* called *England*, or for the perusal of his or their counsel learned in the law, as occasion shall be or require the several deeds, evidences and writings which are mentioned and specified in the schedule hereunder written, which and as often as there shall be occasion for the defence, maintenance, manifestation and support of the estate, right, title, or possession of the said *W. I.* his heirs or assigns, of, in, or to the said manor, messuages, lands, hereditaments and premises hereby released, or mentioned or intended so to be, with their appurtenances, unless the said *G. I.* and *M.* his wife, and each of them and their respective heirs or assigns shall be prevented or hindred from, or doing by fine or other inevitable accident. IN WITNESS, &c.

*Conveyance, by Lease and Release, from a Mort-
gagor and Mortgagee to a Purchaser.*

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THIS INDENTURE of seven parts, made, &c. between *B. J.* of —, in the county of —, esq. of the first part, *T. W.* of —, in the county aforesaid, esq. of the second part, *T. P.* of —, in the county aforesaid, gent. and *E.* his wife, of the third part, *H. T.* of —, aforesaid, grocer, of the fourth part, *W. T.* of — aforesaid, grocer, of the fifth part, *W. M.* of — aforesaid, wine merchant, of the sixth part, and *W. R.* of — aforesaid, gent. of the seventh part: WHEREAS in and by a certain indenture of mortgage, by demise, bearing date the — day of —, which was in the year —, and mentioned to be made between the said *T. P.* therein described to be of — aforesaid, grocer and tallow-chandler, the only son and devisee named in the last will and testament of *T. P.* then late of — aforesaid, grocer, deceased, who was the eldest son, and a devisee named in the last will and testament of *T. P.* formerly of — aforesaid, shopkeeper, deceased, and the said *E.* his wife, of the one part, and the said *B. J.* of the other part, IT IS WITNESSED; that in consideration of the sum of — then paid by the said *B. J.* to the said *T. P.* he the said *T. P.* did grant, bargain, sell, and demise, unto the said *B. J.* his executors, administrators and assigns, all that, &c. and also, all that piece or parcel of land, hereditaments and premises, &c. to hold the same hereditaments and premises unto the said *B. J.* his executors, administrators and assigns, for the term of — years from the date thereof, at and under the yearly rent of a pepper-corn. And the said *T. P.* did therein, for himself and the said *E.* his wife, and his and her heirs, executors and ad-

Recital of
mortgage.
&c.

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ministrators, covenant with the said *B. J.* his executors, administrators and assigns, to levy a fine of the said hereditaments and premises, in the manner therein particularly mentioned, to and for such uses, intents and purposes as thereafter were particularly limited and expressed of and concerning the same, the said demise was made subject nevertheless to a proviso therein contained for redemption of the said messuages, hereditaments and premises, on payment by the said *T. P.* his heirs, executors, or administrators, unto the said *B. J.* his executors, administrators, or assigns, the sum of —, with legal interest for the same, on the day and at the time therein appointed for payment thereof, and long since past. AND whereas no fine has yet been levied by the said *T. P.* and *E.* his wife, in pursuance of the covenant for that purpose contained in the said in part recited indenture of mortgage: AND whereas the said principal sum of — was not paid to the said *B. J.* or his assigns, at the time in the proviso or covenant in the said in part recited indenture of mortgage, appointed for the payment thereof; nor has the same, or any part thereof, been paid, whereby the estate and interest of the said *B. J.* of and in the said premises became, and still remains, absolute at law, for and during all the residue now to come and unexpired of the said term of — years. AND whereas in and by certain indentures of lease and release, bearing date respectively the — and — days of — last past, the release being made between the said *T. P.* of the one part, and the said *B. J.* and *T. W.* of the other part, after reciting, amongst other things, that the said *T. P.* being indebted to the said *B. J.* in the sum of —, besides the said sum of —, so due to him on mortgage as aforesaid, and being also indebted unto the said *T. W.* in the sum of —, on simple

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contract, had requested the said *B. J.* and *T. W.* to accept a conveyance of the hereditaments and premises thereafter set forth, in trust, to sell and dispose of the same, for the purposes therein-after mentioned, which they had severally consented to do, it is witnessed, that, for the several conditions therein mentioned, he the said *T. P.* did grant, bargain, sell, alien, remise, release, quit, claim, confirm, direct, limit, and appoint, unto the said *B. J.* and *T. W.* (then in their possession) and to their heirs and assigns, the said, &c. therein and hereinafter more particularly mentioned and described, to hold the same hereditaments (*inter alia*) unto the said *B. J.* and *W. T.* their heirs and assigns, to the use and behoof of the said *B. J.* and *T. W.* their heirs and assigns for ever, (subject nevertheless, and without prejudice, to the mortgage security affecting and charged upon the said hereditaments, in and by the said recited indenture of mortgage, by demise, of the — of — — —), in trust, in the first place, that they the said *B. J.* and *T. W.* or the survivor of them, or the heirs, executors, administrators, or assigns, respectively, of such survivor, should, as soon as conveniently be thereafter, by public auction or private contract; as in their discretion might seem best, sell and dispose of all and singular the messuages and hereditaments thereinbefore respectively released and appointed, and the estate and interest of him the said *T. P.* therein respectively either together or in parcels, to the best purchaser or purchasers, and for the most money which could be gotten for the same, and should contract and agree accordingly for the sale thereof, and after such contract and agreement should be made, should grant and convey to such person or persons the same premises, and all and every the estate and interest of them the said *B. J.* and *T. W.* and

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as aforesaid, should not, nor should any part or portion thereof, in any manner merge, or be destroyed, nor the interest of the said *B. J.* therein be given up or relinquished by his, the said *B. J.*'s executing the now-reciting indenture; but that the said term should continue notwithstanding, and in force, in like manner as if the said indenture had not been made: AND the said *T. P.* did therein also covenant and agree to join in any conveyances or assurances of the said hereditaments, to any purchaser or purchasers thereof, when thereto lawfully required, as in and by the said severally in part recited indentures of mortgage, and lease and release, reference being to them respectively had, will more fully and at large appear: AND WHEREAS the said principal sum of — now remains due and owing unto the said *B. J.* all interest for the same having been paid home to the day of the date hereof: AND WHEREAS Recital of purchase. the said *H. T.* and *W. J.* have contracted and agreed with the said *B. J.* and *T. W.* for the complete and absolute purchase of the freehold and inheritance of all and singular the said messuage, land, &c. for the price or sum of — out of which it is agreed, that the said principal sum of — shall be paid to the said *B. J.* in discharge of his said mortgage; and that the said mortgage term of 1000 years, so granted to him as aforesaid, shall be assigned to the said *W. M.* his executors, administrators, and assigns, IN TRUST to attend the fee simple and inheritance of the said hereditaments and premises, for the said *W. R.* and his heirs, upon, and to and for the several uses, trusts, intents, and purposes hereinafter expressed and declared of and concerning the same: NOW THIS INDENTURE WITNESSETH, that in purchase and part performance of the said agreement, and in consideration of the sum of — of good and lawful money of *Great Britain*, to the Indenture witnessed.

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transfer.

said *B. J.* in hand well and truly paid, by the said *H. T.* and *W. J.* at or before the sealing and delivering these presents, (by and with the privity, consent, approbation, and direction of the said *T. W.* testified by his being made a party to, and sealing and delivering these presents,) in full payment, satisfaction, and discharge of and for all principal and interest-monies now due and owing to him, the said *B. J.* on or by virtue of the said recited mortgage of the said hereditaments and premises, the receipt whereof he, the said *B. J.* doth hereby acknowledge; and thereof, and from every part thereof, doth hereby acquit, release, exonerate, and discharge, as well the said *T. P.* and *T. W.* as also the said *H. T.* and *W. J.* their heirs, executors, and administrators, and every of them, and also the said hereditaments and premises, for ever, by these presents: AND ALSO, for and in consideration of the sum of — of like lawful money of *Great Britain*, to the said *B. J.* in hand well and truly paid, by the said *W. M.* at or before execution hereof, the receipt whereof is hereby also acknowledged, he, the said *B. J.* hath bargained, sold, assigned, transferred, and set over and by these presents, at the request, and by and with the consent, direction, and appointment, as well of the said *T. W.* as of the said *T. P.* and the said *H. T.* and *W. J.* doth bargain, sell, assign, transfer, and set over: AND the said *T. W.* and *T. P.* have, and each of them hath granted, assigned, transferred, ratified, and confirmed, and by these presents do, and each of them doth grant, assign, transfer, ratify, and confirm, unto the said *W. M.* his executors, administrators, and assigns, all that, &c. all which premises were granted and demised by the said hereinbefore in part recited indenture of mortgage, of the — day of —, as aforesaid, and are more particularly mentioned and described in the grant and release thereof

hereinafter contained : - AND ALSO all the estate, right, title, interest, term and terms of years, property, possession, claim, and demand whatsoever, both at law and in equity, or otherwise, howsoever, of them, the said *B. J. T. P.* and *T. W.* and every of them, of, in, and to the same, and every or any part thereof: TOGETHER with the said recited indenture of demise or mortgage, and all benefit and advantage of the covenants and agreements therein contained: TO HAVE AND TO HOLD the said messuage, land, &c. hereditaments, and premises, hereby assigned, transferred, ratified, and confirmed, or meant, mentioned, or intended so to be, and every part and parcel thereof, with the appurtenances, unto the said *W. M.* his executors, administrators, and assigns, from henceforth, for and during all the rest, residue, and remainder of the said term of 1000 years, in and by the said in part recited indenture of mortgage, granted and demised, which is or may be yet to come, and unexpired; and that in as full, large, ample, and beneficial a manner and form, to all intents and purposes whatsoever, as the said *B. J.* his executors or administrators, might, could, or ought to have held and enjoyed the same, by virtue of the said recited indenture of mortgage, or otherwise, howsoever, in case this present assignment had not been made: IN TRUST, nevertheless, for the said *H. T.* and *W. J.* their heirs and assigns, and to the intent that the said term and estate, hereby assigned, shall and may attend, wait upon, and go along with the freehold and inheritance of the said premises, after the same shall be conveyed to and vested in the said *W. R.* and his heirs, IN TRUST, and to and for the sole use and behoof of the said *H. T.* and *W. J.* their heirs and assigns, for ever, in manner and form hereinafter contained, and in trust and to the intent that he, the said *W. M.* his executors,

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administrators, and assigns, shall and do permit and suffer the said term and estate, and all benefit and advantage thereof, to be held and enjoyed accordingly; and in order that the said term and estate may be preserved, and kept on foot, to prevent a merger or extinguishment thereof, and to protect the said estate and premises hereinafter released from all latent, dormant, and mesne incumbrances whatsoever, if any such there be: AND the said *B. J.* for himself, his heirs, executors, and administrators, doth hereby covenant; promise, and agree, to and with the said *W. M.* his executors, administrators, and assigns, and also to and with the said *H. T.* and *W. J.* their, and each of their heirs and assigns, by these presents, in manner following, (that is to say,) that he, the said *B. J.* hath not, at any time heretofore, made, done, or committed, or wittingly or willingly suffered any act, deed, matter, or thing whatsoever, whereby or wherewith, or by reason or means whereof the said premises, hereby assigned or mentioned, or intended so to be, or any part or parcel thereof, are, is, can, shall, or may be, in any wise impeached, charged, affected, or incumbered, in title, estate, or otherwise howsoever, or whereby the said recited indenture of mortgage, lease, and term of 1000 years, thereby granted as aforesaid, are, is, can, shall, or may be, in any wise merged, destroyed, or extinguished, surrendered, forfeited, vacated, or otherwise become void or voidable: AND THIS INDENTURE FURTHER WITNESSETH, that in further pursuance and performance of the said hereinbefore recited agreement, and also for and in consideration of the sum of — of like good and lawful money of *Great-Britain*, to the said *B. J.* and of the sum of — of like lawful money, unto the said *T. W.* (being the sum remaining due and owing to them, for principal and interest, on simple con-

Indenture further
witnesseth.

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tract respectively, on securities, as stated in the last hereinbefore recited indenture of release, in hand well and truly paid, by the said *H. T.* and *W. J.* at or before the sealing and delivering of these presents (by and with the privity, consent, approbation, and discretion of the said *T. P.* testified by his being made a party to, and sealing and delivering these presents,) the receipt of which said sums of — and — respectively, they, the said *B. J.* and *T. W.* hereby acknowledge, and thereof, and from every part thereof, do, and each of them doth, acquit, release, exonerate, and discharge, as well the said *T. P.* as the said *H. T.* and *W. J.* their heirs, executors, and administrators, and each and every of them, for ever, by these presents; which said several sums of — and — making together the sum of — are in full for the absolute purchase of the said messuage and tenement, lands, hereditaments, and premises, hereinbefore described and hereinafter mentioned, and intended to be released: AND ALSO for and in consideration of the sum of — of like lawful money to him, the said *T. P.* in hand paid by the said *H. T.* and *W. J.* at or before the execution hereof, the receipt whereof is hereby acknowledged; and also for and in consideration of the further sum of — to each of them, the said *B. J.* *T. W.* and *T. P.* in hand paid by the said *W. R.* at or before the execution hereof, the receipt whereof is hereby also acknowledged: THEY, the said *B. J.* and *T. W.* (at the request, and by and with the consent, direction, nomination, and appointment, as well of the said *T. P.* as of the said *H. T.* and *J. W.* testified as aforesaid,) have, and each of them hath granted, bargained, sold, aliened, remised, and released, and by these presents do, each of them doth grant, bargain, sell, alien, remise, and release: AND the said *T. P.* at the like request, and by the like direc-
Transfer.

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CHASERS.

To hold.

tion as aforefaid, hath moreover granted, bargained, fold, aliened, remised, releafed, quitted claim, and confirmed, and by thefe presents doth grant, bargain, fell, alien, remife, releafe, quit claim, and confirm, unto the faid *W. R.* (in his actual poffeffion now being, by virtue of a bargain and fale to him thereof made, by the faid *B. J.* and *T. W.* and *T. P.* in confideration of — a piece, by indenture, bearing date next before the day of the date of thefe presents, for the term of one whole year, commencing from the day next before the day of the date of the fame indenture of bargain and fale, by force and virtue of the ftatute made for transferring ufes into poffeffion, and to his heirs, &c. all that, &c. together with all deeds, evidences, and writings whatfoever, touching, or in any wife concerning the fame, now in the poffeffion, cuftody, or lawful power of them, the faid *B. J.* *T. W.* and *T. P.* any or either of them, can or may get or come by, without fuit at law, or in equity, To HAVE AND TO HOLD the faid meffuage, &c. unto the faid *W. R.* and his heirs, upon, and to and for the feveral ufes, intents, and purpofes, and under and fubject to the feveral provifos, limitations, declarations, and agreements herein-after referved and contained, of and concerning the fame eftate and premifes, to the ufe of fuch perfon and perfons, and in fuch manner and form, and fubject to fuch charges, declarations, provifos, and agreements, as the faid *H. T.* fhall, by any deed, or other instrument or instruments, in writing, or by his laft will, direct or appoint, and in default of, and until fuch direction or appointment fhall be made, to the ufe of the faid *H. T.* and his affigns, during the time of his natural life, without impeachment of, or for any manner of wafte; and from and after the determination of that eftate, by any means, in the life-time of the faid *H. T.* to the ufe of the faid *W. R.* and his

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heirs, during the natural life of the said *H. T.* and his assigns; and from and after the determination of the said estate so as aforesaid limited, in use to the said *W. R.* and his heirs, during the natural life of the said *H. T.* to the only use and behoof of the said *H. T.* his heirs and assigns, for ever, and to and for no other use, trust, intent, or purpose whatsoever; and as to, for, and concerning the other, or remaining equal and like undivided moiety, or half part, the whole into two equal parts, to be divided of and in the said hereditaments and premises, to the use of such person and persons, and in such manner and form, and subject to such charges, declarations, provisos, and agreements, as the said *W. J.* shall, by any deed, or other instrument or instruments, in writing, or by his last will, direct or appoint; and in default of, and until such direction or appointment be made, to the use of the said *W. J.* and his assigns, during the term of his natural life, without impeachment of, or for any manner of waste; and from and after the determination of that estate, by any means, in the life-time of the said *W. J.* to the use of the said *W. R.* and his heirs, during the natural life of the said *W. J.* IN TRUST, nevertheless, for him, the said *W. J.* and his assigns; and from and after the determination of the said estate, so as aforesaid limited, in use to the said *W. R.* his heirs and assigns, for ever, and to and for no other use, trust, intent, or purpose whatsoever.

[Covenant from the trustees, that they have not incumbered; from *T.* and wife, to levy a fine; from him and the trustees, for the title.]

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Conveyance by Lease and Release (this being the Release,) from Mortgagee, Mortgagor, and Trustees of an Estate, (in trust to sell,) to a Purchaser and his Trustee to prevent Dower.

THIS INDENTURE made, &c. Between T. L. of, &c. of the first part; F. E. of, &c. of the second part; A. W. of, &c. and A. E. of, &c. of the third part; G. I. of, &c. of the fourth part; and F. I. of, &c. (a trustee named and appointed on the part and behalf of the said G. I. of the fifth part: [Recital of conveyance to F. E. mortgage, to L. T. and of trust deed, to A. W. and A. E.]

Recital of the premises being put up to sale by auction.

AND WHEREAS the said A. W. and A. E. by virtue and in pursuance of the trusts reposed in them, in and by the hereinbefore in part recited indenture of release of the — day of —, caused the several hereditaments and premises therein comprised, to be put up to sale by public auction, in divers lots and parcels, and the said G. I. (party hereto,) having at such sale bid the sum of — for the hereditaments and premises comprised in lot No. — in the printed particulars of such estates, and no person bidding more for the same, the said G. I. became and was declared to be the purchaser thereof, at the said sum of —, and the same are accordingly intended to be hereby granted and conveyed to him in such manner as hereinafter is expressed. AND WHEREAS the hereditaments comprised in the said lot No. —, were and are (with the addition of a piece of garden ground hereinafter described,) the same hereditaments and premises as are hereinbefore mentioned to be conveyed in mortgage to the said L. T. and his heirs, for securing the said sum of —, and interest, in and by the said in part recited indenture of release of the — day of —.

AND WHEREAS the said sum of —, was not paid to the said *L. T.* at the time in the said indenture for that purpose mentioned, whereby the estate of the said *L. T.* in the hereditaments and premises therein comprised, became absolute at law. AND WHEREAS the said sum of —, still remains due upon the said security, and also the sum of —, which has accrued due for arrears of interest thereupon, making together, the sum of —; and it has been agreed between the parties hereto, that the said sum of —, shall be paid to the said *L. T.* out of the aforesaid purchase money, in full discharge of his said mortgage: NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of —, of lawful money of *Great Britain*, by the said *G. I.* unto the said *L. T.* in hand well and truly paid, at or before the sealing and delivering of these presents, with the privity, consent, direction, and appointment, as well of the said *A. W.* and *A. E.* as also of the said *F. E.* testified by their severally being parties to, and executing hereof, being in full of all principal and interest-money due upon the said recited mortgage, and the receipt of which said sum of —, he the said *L. T.* doth hereby acknowledge, and thereof, and of, and from every part thereof, doth, by these presents, acquit, release, exonerate, and discharge, as well the said *G. I.* as also the said *A. W.* and *A. E.* and the said *F. E.* their several and respective heirs, executors, administrators, and assigns, for ever; and in consideration of the sum of 10s. of like lawful money, to the said *L. T.* at the same time also paid by the said *G. I.* the receipt whereof is hereby acknowledged. He the said *L. T.* (with such privity and consent, and by such direction and appointment as aforesaid,) hath granted, bargained, sold, aliened, and released, and by these presents doth, (by and with the like consent, direc-

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nesseth.Grant, &c. by
mortgagee.

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Grant, &c by
trustees.

Confirmation
by mortgagor.

tion, and appointment,) grant, bargain, sell, alien, and release. AND for and in consideration of the sum of —, of like lawful money of *Great Britain*, by the said *G. I.* also well and truly paid to the said *A. W.* and *A. E.* at or before the sealing and delivery hereof, which said sum of —, with the said sum of — paid to the said *T. L.* as aforesaid, making together the sum of —, is in full, for the absolute purchase of the fee simple and inheritance, free from incumbrances of the hereditaments and premises comprised in the said lot No. —, and hereinafter particularly described, and the receipt and payment of which said sum of —, they the said *A. W.* and *A. E.* do, and each of them doth hereby acknowledge, and thereof, and of and from every part thereof, do, and doth acquit, release, exonerate, and for ever discharge the said *G. I.* his heirs, executors, administrators, and assigns, and every of them, and in consideration of the further sum of 10s. of like lawful money, to each of them, at the same time also paid by the said *G. I.* they the said *A. W.* and *A. E.* have, and each of them hath bargained, sold, aliened, remised, and released, and by these presents do, and each of them doth bargain, sell, alien, remise, and release; and in consideration of the sum of 10s. of lawful money of *Great Britain*, by each of them, the said *G. I.* and *F. I.* at the time aforesaid, paid to the said *F. E.* the receipt whereof the said *F. E.* doth hereby acknowledge. He the said *F. E.* hath granted, ratified, corroborated, and confirmed, and by these presents doth grant, ratify, corroborate, and confirm, unto the said *G. I.* and *F. I.* (in their actual possession, now being, by virtue of a bargain and sale, to them thereof made, by the said *L. T. A. W.* and *A. E.* for one whole year, in consideration of 5s. by indenture, bearing date the day next before the date of these presents, com-

mening from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession,) and to their heirs, all which said messuage or tenement, and premises, are part of the messuages, hereditaments, and premises, granted and conveyed to the said *F. E.* and his heirs, in and by the hereinbefore in part recited indenture of release, of the — day of —, and (except the said piece of garden ground,) are the same hereditaments and premises as are hereinbefore mentioned to be granted and conveyed, in mortgage, to the said *L. T.* in and by the said in part recited indenture, of the — day of —, and being part also of the hereditaments and premises, so granted and conveyed unto the said *A. W.* and *A. E.* upon trust to sell as aforesaid, in and by the said in part recited indenture, of the — day of —, and being the hereditaments and premises comprised in and composing lot, No. —, in the printed particulars of the estates sold by the said *A. W.* and *A. E.* under and in pursuance of the said last-mentioned indenture; together with all ways, paths, passages, wells, waters, water-courses, lights, easements, entries, commons, profits, commodities, rights, liberties, privileges, advantages, emoluments, hereditaments, and appurtenances whatsoever, to the said messuage, tenement, or dwelling-house, brew-house, distill-house, store-house, stables, yard, garden, land, and premises, or any part or parcel thereof, belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, profits, and proceeds thereof, and of every part and parcel thereof; and all the estate, right, title, use, interest, trust, right, power, and equity of redemption, property, possession, inheritance, claim, and demand whatsoever, both at law and in equity, of them, the

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To hold.

To purchaser
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said *L. T. F. E. A. W.* and *A. E.* every, any, or either of them, of, in, to, or out of the same hereditaments and premises, or any part thereof, together with all deeds, evidences, and writings, relating to the title of the said hereditaments and premises, solely and chiefly, and true and attested copies of all such other deeds, evidences, and writings, as relate to the title of the same premises, or any part thereof, jointly, or together with other lands or hereditaments, of greater value, which are now in the custody or power of them, the said *L. T. F. E. A. W.* and *A. E.* or any or either of them, or which they, any, or either of them can procure, without suit at law or in equity. TO HAVE AND TO HOLD the said messuage, tenement, or dwelling, brew-house, distil-house, store-house, stables, yard, garden, barn, gateway, pump, well, shop, hereditaments, and all and singular other the premises hereby granted, bargained, sold, aliened, released, remised, and confirmed, or so mentioned and intended to be, as before expressed, with their and every of their rights, members and appurtenances, unto the said *J. G.* and *F. J.* and their heirs for ever, to the use of such person and persons, for such estate and estates, interest and interests, and to and for such ends, intents, and purposes, and upon such trusts, and charged and chargeable in such manner, and subject to such power of revocation and new appointment, and other powers, provisos, declarations, and agreements, as the said *J. G.* at any time or times, and from time to time, by any deed or deeds, instrument or instruments, in writing, to be by him sealed and delivered, in the presence of, and attested by two or more credible witnesses, or by his last will and testament, in writing, to be by him signed and sealed, in the presence of, and attested by three

(a) See ante, p. 14.

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or more credible witnesses, shall direct, limit, or appoint; and in default of, and until such direction, limitation, or appointment, (or in case any such shall be made then subject thereto,) and when, and as the estate or estates, interest or interests, thereby directed, appointed, limited, or created, shall respectively end and determine, and in the mean time subject thereto; and as to such part or parts of the same premises, and all such estate and interest therein, of which no such direction, limitation, or appointment, shall be effectually made as aforesaid, to the use of the said G. J. and his assigns, during the term of his natural life, and from and after the determination of that estate, by forfeiture, or otherwise, in his life time, and in the mean time subject thereto, to the use and behoof of the said G. J. and his heirs, during the life of the said G. J. in trust, nevertheless, to and for the sole benefit of the said G. J. and his assigns, and from and after the determination of the estate so limited, in use to the said G. J. and his heirs, during the life of the said G. J. to the use and behoof of the said G. J. his heirs and assigns for ever, and to and for no other use, intent, or purpose whatsoever; the said hereditaments and premises being freed, and clearly and absolutely acquitted, exonerated, discharged, and released, of and from the said sum of —, and all interest due thereupon, and of every part thereof, and of all and every the estate, interest, charge, and lien of the said L. T. either for himself, or in trust for any other person or persons, into or upon the same premises, any and every part and parcel thereof: AND the said L. T. A. W. and A. E. for themselves, severally and respectively, and for their several and respective heirs, executors, and administrators, do, and each of them doth, severally, and not jointly, or the one for the other or others of them, or for the heirs, executors, and

Covenant by
mortgagee and
trustees that
they have not
encumbered.

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Covenants for
the title.

administrators, or acts or deeds of the other or others of them, but each and every of them for himself only, and for his own heirs, executors, and administrators, acts or deeds only, covenant, promise, and agree, to and with the said G. J. and F. J. and the heirs and assigns of the said G. J. by these presents, in manner and form following, (that is to say,) that they, the said L. T. A. W. and A. E. or any of them, have or hath not at any time or times heretofore, made, done, or committed, or wittingly or willingly suffered any act, deed, matter, or thing whatsoever, whereby or by reason or means whereof the said messuage, tenement, hereditaments, and premises hereinbefore by them granted and released, or so mentioned and intended to be, or any part or parcel thereof, are, is, can, shall, or may be impeached, charged, or incumbered in title, charge, estate, or otherwise howsoever. AND the said F. E. L. T. A. W. and A. E. do hereby, severally and respectively, and according to their several and respective estates and interests in the said premises, and not otherwise, for themselves, their heirs, executors, administrators, and assigns, covenant, promise, grant, and agree, to and with the said G. J. and F. J. and the heirs and assigns of the said G. J. by these presents, in manner and form following, (that is to say,) that they, the said L. T. A. W. and A. E. or he the said F. T. or some or one of them, now, at the time of the sealing and delivering of these presents, are or is respectively the true and lawful owners and proprietors, owner or proprietor, of the messuage and tenement, lands, hereditaments, and premises hereby granted, released, ratified, and confirmed, or so mentioned and intended to be, as aforesaid, and every part and parcel thereof, with their appurtenances, and are, or some or one of them are or is respectively, rightfully, and absolutely

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seised of the same premises, and every part and parcel thereof, of a good, sure, perfect, absolute, and indefeazible estate of inheritance, to them and their heirs respectively, or the heirs of one of them, in fee simple, without any manner of consideration, trust, contingent, covenant, proviso, or limitation of use or uses, or other restraint, matter, or thing whatsoever, otherwise than as is hereinbefore expressly set forth, to alter, change, charge, determine, incumber, or defeat the same; and that, notwithstanding any act, matter, or thing whatsoever, made, done, or committed by them, the said *F. E. L. T. A. W.* and *A. E.* or any of them, to the contrary, they, the said *F. E. L. T. A. W.* and *A. E.* or some or one of them, have or hath, in themselves respectively, or himself, at the time of the sealing and delivery of these presents, good right, full power, and lawful and absolute authority, to grant, bargain, sell, alien, release, ratify, and confirm, and thereby well and effectually to pass and convey the same messuage and tenements, lands, hereditaments, and premises, with the appurtenances, unto the said *G. J.* and *F. J.* and their heirs, in manner aforesaid: AND that they the said *G. J.* and *F. J.* and their and every of them, shall, and lawfully may, from time to time, and at all times hereafter, peaceably and quietly, have, hold, use, occupy, possess, and enjoy the said messuages, tenements, lands, hereditaments, and premises, hereby granted, released, ratified, and confirmed, or intended so to be, and every part and parcel thereof, with the appurtenances, according to the true intent and meaning of these presents; and also shall and may have, receive, and take to his and their own use and behoof, all and every the rents, issues, and profits thereof, or arising thereout, or accruing or growing due therefrom, without any manner of let, suit, trouble, vexation,

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eviction, disturbance, or other hindrance or molestation whatsoever, of or by the said *F. E. L. T. A. W.* and *A. E.* or any of them, their, or any of their heirs or assigns, or any other person whatsoever, lawfully claiming, or to claim the said messuages, tenements, lands, hereditaments, and premises, hereby granted and released, or any of them, or any part thereof, by, from, under, or in trust for them, the said *F. E. L. T. A. W.* and *A. E.* or any of them, or any of the ancestors of the said *F. E.* and that free and clear, and freely clearly, and absolutely freed and acquitted, exonerated, and discharged, or otherwise, by him, the said *F. E.* his heirs, executors, or administrators, well and sufficiently saved, defended, kept harmless, and indemnified, of, from, and against the said principal sum of —, and all interest thereof, and of every part thereof, and all, and all manner of feoffments, gifts, grants, bargains, sales, wills, entails, titles, uses, trusts, terms, jointures, dowers, right and title of dower, leases, mortgages, rents, and arrears of rent, issues, fines, post-fines, amerciaments, debts, duties, judgments, extents, executions, statutes-merchant, and of the staple, and of all debts of record, liberties, seizures, charges, titles, troubles, forfeitures, annuities, and incumbrances whatsoever, had, made, done, committed, omitted, acknowledged, occasioned, or suffered, or to be had, made, done, committed, omitted, acknowledged, occasioned, or suffered, by the said *F. E. L. T. A. W.* and *A. E.* or any of them, their, or any of their ancestors, or any person or persons whomsoever, lawfully claiming or to claim, by, from, under, or in trust for him, them, or any of them; and the said *F. E.* for himself, his heirs, executors, and administrators, and every of them, doth covenant, promise, grant, and agree, to and with the said *G. J.* and *F. J.* and the heirs and assigns of

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the said G. J. by these presents, that he, the said F. E. his heirs and assigns, and all and every other person and persons whomsoever, having, or lawfully claiming, or who shall or may, or at any time or times hereafter have, or lawfully claim, any estate, right, title, or interest, from, by, or through or under him, them, or any of them, of, in, or to the said premises hereby granted and released, ratified, and confirmed, or intended to be hereby granted, released, ratified, and confirmed, or of, in, or to any part or parcel thereof, shall and will, from time to time, and at all times hereafter, upon every reasonable request, and at the proper costs and charges in the law of the said G. J. his heirs and assigns, make, do, levy, execute, acknowledge, and suffer, or cause or procure to be made, done, levied, executed, acknowledged, and suffered, all and every such further and other lawful and reasonable act and acts, deed and deeds, thing and things, device and devices, conveyances and assurances in the law, whatsoever, for the further, better, more perfect, and absolute granting and conveying, establishing and confirming, of the said messuages, lands, tenements, hereditaments, and premises, hereby granted and released, ratified and confirmed, or intended to be hereby granted and released, ratified, and confirmed, and every part and parcel thereof, with all and singular their appurtenances, unto, and to the use and behoof of the said G. J. and F. J. and the heirs and assigns of the said G. J. according to the purport, true intent and meaning of these presents, be it by fine or fines, feoffment or feoffments, deed or deeds, indented, enrolled, or not enrolled, or any other ways or means in the law, whatsoever, as by the said G. J. his heirs and assigns, his, their, or any of their counsel, learned in the law, shall be reasonably devised, advised, or required, so as the

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faid further assurance or assurances, so to be made, or any of them, do not, nor shall contain, any further or other covenants, or warranty, than for or against the person or persons making the same, his or their executors or administrators, acts and deeds, and so as the party or parties, so to be requested to make and execute the same, be not compelled or compellable to go or travel from the place or places of his or their usual abode or abodes, for the doing thereof.

IN WITNESS, &c.

*Conveyance, by Lease and Release, of Freeholds,
and surrender of a Term to a Purchaser, by
Owners, and their Trustees.*

THIS INDENTURE of five parts, made, &c. between the reverend *H. D.* clerk, and *S. R.* gent. trustees under the release and settlement hereinafter mentioned and recited for the sale of the undivided moiety, or equal half part or share (the whole into two equal half parts or shares being divided), which was devised by the last will of *A. B.* late of —, in the city of —, apothecary, deceased, to *S.* now the wife of *C. T.* of —, in the said county of — (which said *S.* was one of the two nieces of the said *A. B.*) of and in the messuage or tenements, ground-rent, and other hereditaments, the entirety of which is hereinafter mentioned to be hereby released, of the first part; *I. A.* of —, and *N. C.* of —, devisees in trust under the last will and testament of *A. T.* spinster, deceased (the other only niece of the said *A. B.*) of the undivided moiety or equal half part or share (the whole into two equal half parts or shares being divided), which was devised by the last will of the said *A. B.* to the

said *A. T.* of and in the said messuages or tenements, and other hereditaments, of the second part; the said *C. T.* and *S. T.* his wife, of the third part; *D. M.* of the town and port of —, in the county of —, gent. a mortgagee, for the term of — years, of the undivided moiety or equal half part or share so devised to the said *S. T.* and her heirs, as aforesaid, of the fourth part; and the most noble *G. duke* of —, of the fifth part. WHEREAS *A. B.* late of —, apothecary, duly made and published his last will and testament in writing, bearing date on or about the — day of —, in the year of our Lord Christ —, and executed as by law is required for the passing of real estates by devise, and thereby gave and devised all and every the said freehold messuages, lands, tenements, hereditaments and premises, unto his nieces *A. T.* and the said *S. T.* (then *S. C.*) their heirs and assigns for ever, in equal shares and proportions, as tenants in common, and not as joint tenants. AND WHEREAS, the said *A. B.* departed this life on or about the month of —, in the year of our Lord —, without altering or revoking his said will: AND WHEREAS by indentures of lease and release, bearing date respectively the — and — days of —, in the year of our Lord Christ —, the release being tripartite, and made, or expressed to be made, between the said *S. T.* (then *S. C.*) of the first part, the said *C. T.* of the second part, and the said *H. D.* and *S. R.* of the third part, (being the settlement executed previously to the marriage then intended, and soon after solemnized, between the said *C. T.* and *S. T.* his wife (then *S. C.*) she the said *S. T.* (then *S. C.*) did, in consideration of the said then intended marriage, and the other considerations in the said indenture mentioned, grant, release, and confirm unto the said *H. D.* and *S. R.* and their heirs, all

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Recital of a
 will.

Of marriage
 and release
 settlement.

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that one equal undivided moiety, or half part or share (the whole into two equal parts or shares to be divided) of and in the messuages and other hereditaments hereinafter mentioned to be hereby released by the description of all those — messuages or tenements, with the appurtenances, situate and being in —, and —, in the parish of —, in the county of —, and then in the several tenures or occupations of *H. T. A. O. S. G. C. J. M. I. C. W.* and *L. R.* And also all that ground-rent issuing and payable out of a messuage or tenement in — afore-said, known by the sign of —, then in the occupation of *G. D.* of the rent of —, with their appurtenances, TO HOLD the same unto the said *H. D.* and *S. R.* and their heirs, to the use and behoof of the said *S. T.* (then *S. C.*) until the said then intended marriage should be had and solemnized; and from and after the solemnization thereof, to the use and behoof of the said *H. D.* and *S. R.* and their heirs, in trust that they the said *H. D.* and *S. R.* or the survivor of them, or the heirs or assigns of such survivor, should, as soon as conveniently might be after the decease of *A. C.* the mother of the said *S. T.* sell and dispose of the said moiety, or half part of the said several messuages or tenements, rents, hereditaments and premises, for the most money that could be got for the same. AND it was by the said indenture of release now in recital declared, that the receipt or receipts of the said *H. D.* and *S. R.* or the survivor of them, and the heirs and assigns of such survivor, under their or his hand, should be a sufficient discharge to the purchaser or purchasers for so much of the purchase-money of or for which such receipt or receipts should be so given. And that after such receipt or receipts such purchaser or purchasers should be, and was and were thereby declared

and agreed to be absolutely discharged from the same, and not answerable or accountable for any loss, misapplication, or non-application, of such purchase-money. **PUR-
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 AND WHEREAS, the said A. C. the mother departed this life in the year of our Lord Christ —, AND whereas, by indenture tripartite, bearing date on or about the — day of —, in the year of our Lord Christ —, and made, or expressed to be made, between the said H. D. and S. R. of the first part, the said C. T. and S. his wife, of the second part, and the said D. T. of the third part, in consideration of the sum of — to the said C. T. and S. his wife, and in consideration of — to the said H. D. and S. R. paid by the said D. T. the said H. D. and S. R. (at the request and by the direction and appointment of the said C. T. and S. his wife), did bargain, sell, and demise unto the said D. T. the said undivided moiety and premises conveyed to them the said H. D. and S. R. and their heirs, by the said indentures of lease and release of the — and — days of —, —, with their appurtenances, to hold the same unto the said D. T. his executors, administrators and assigns, from the date of the said indentures now in recital, for the term of — years, subject to a proviso or agreement for redemption on payment by the said D. H. and R. S. or T. C. and S. his wife, or either of them, to the said T. D. his executors, administrators, or assigns, of the sum of —, and interest after the rate on, or, at the days or times, and in manner in the said indenture now in recital for that purpose mentioned. **Recital of mar-
riage.** AND whereas the said principal sum of — still remains due and owing to the said T. D. but all interest for the same hath been paid to the day of the date of these presents, which he the said T. D. doth hereby admit and acknowledge. **Recital of will.** AND whereas, the said T. A. the daughter, duly made and published her last will

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tract of pur-
chase.

and testament in writing, bearing date on or about the — day of — in the year of our Lord Christ — and executed as by law is required for the passing of real estates by devise; and did thereby give and devise unto the said *H. I.* and *C. N.* all that her undivided moiety or half part of and in all those messuages or tenements, buildings, hereditaments, and premises, situated and being in or near — and — in the county of — late the estate of Mr. *D. H.* deceased: AND also all other her messuages, buildings, and real estates whatsoever and wheresoever, to hold unto the said *H. I.* and *C. N.* and their heirs, to the use of her sister *S.* the wife of the said *T. C.* for her life; and after her decease to the use of the said *H. I.* and *C. N.* and the survivor of them and their heirs, in trust, to sell and dispose of the same; nevertheless, it was her will that it should be lawful for the said *H. I.* and *C. N.* and their heirs, or the survivor of them, to sell and convey all or any part of the said messuages or tenements and real estate, at any time in the life-time of her said sister, if the trustees or their heirs, or the survivor of them should be required by her said sister so to do, and she joining in the conveyance thereof, but not otherwise. AND whereas the said *T. A.* departed this life on, or about the month of — in the year of our Lord Christ —, without altering or revoking her said will. AND whereas, the said *D. H.* and *R. S.* have, in pursuance of the trust reposed in them, by the said indenture of the — day of — and with the approbation and consent of the said *T. C.* and *S.* his wife, (testified by their being respectively parties to, and sealing and delivering of these presents), contracted and agreed with the said duke of —, for the absolute sale to him the said duke of —, of the undivided moiety or equal half part or share, so by the said indenture of the — day of —, limited to the said

D. H. and *R. S.* and their heirs in trust as aforesaid; of and in the messuages and other hereditaments, the intirety of which is hereinafter mentioned to be hereby released, and of the inheritance of the said undivided moiety, or equal half part in fee-simple, in possession, free from all incumbrances, at, or for the price or sum of — of lawful money of *Great-Britain*, being the most money that can be got for the same. And whereas the said *H. I.* and *C. N.* in pursuance of the trust reposed in them by the will of the said *A. T.* the daughter, as aforesaid, have, upon the requisition, and with the approbation and consent of the said *T. C.* and *S. C.* his wife, testified as aforesaid, contracted and agreed with the said duke of — for the absolute sale to him the said duke of —, of the undivided moiety, or half part, or share, by the said will of the said *T. A.* the daughter, devised to the said *H. I.* and *C. N.* their heirs and assigns as aforesaid, of, and in the messuages or tenements and other hereditaments, the entirety of which is hereinafter mentioned to be hereby released, and of the inheritance of the said undivided moiety or equal half part or share in fee-simple in possession, free from all incumbrances, at, or for the price or sum of — of lawful money of *Great-Britain*; being the most money that can be got for the same. Now THIS

INDENTURE WITNESSETH, That for and in consideration of the sum of — to the said *T. D.* by the said duke of —, paid as hereinafter mentioned; and in consideration of the sum of — of lawful money of *Great-Britain*, at or before the sealing and delivery of these presents to the said *D. H.* and *R. S.* by the said duke of —, in hand well and truly paid at the request and by the direction of the said *T. C.* and *S.* his wife, (testified by their respectively being parties to, and sealing and delivering these presents:) the payment and re-

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ceipt of which said sums of — and —, (making together the sum of —), they, the said *D. H. R. S.* and *T. C.* and *S.* his wife, do hereby respectively admit and acknowledge, and from the same and every part thereof do, and each and every of them doth acquit, release, and discharge the said duke of — his heirs, executors, administrators, and assigns, for ever by these presents; and also for and in consideration of the sum of — of like lawful money, at or before the sealing and delivery of these presents to the said *H. I.* and *C. N.* by the said duke of — in hand, also well and truly paid at the request and by the direction of the said *T. C.* and *S.* his wife, (testified as aforesaid,) the payment and receipt of which same sum of — they the said *H. I. C. N. T. C.* and *S.* his wife, do hereby admit and acknowledge, and from the same and every part thereof do, and each and every of them doth acquit, release, and discharge the said —, duke of —, his heirs, executors, administrators and assigns, for ever by these presents; they the said *D. H. R. S. H. I.* and *C. N.* by the direction and appointment of the said *T. C.* and *S.* his wife (testified as aforesaid) and according to the respective shares, estates, rights and interests of them the said *D. H. R. S. H. I.* and *C. N.* and so far as they respectively can and ought to do both at law and in equity. And also they the said *T. C.* and *S.* his wife have, and each and every of them hath granted (a), bargained, sold, aliened, released and

The said *D. H. R. S. H. I.* and *C. N.* and *T. C.* and *S.* his wife, grant, release, and confirm.

(a) Some doubts having been entertained by the counsel for the trustees as to the propriety of their being made to "grant," the following observations were made by the counsel for the purchasers.

"That the word 'grant,' even where there are no covenants from the grantor, does not imply a warranty, appears to me to be most clearly laid down in *Co. Lit.* 384. *Noke's*

confirmed, and by these presents they the said **PUR-**
D. H. R. S. H. I. C. N. and T. C. and S. his CHASERS.

etc., 4 *Rep.* 80. and *Ld. Ch. J. Vaughan's Arg. in Hayes v. Bickerstaffe, Rep.* 126. But even if it should be thought to imply a warranty, when unaccompanied by express covenants, still it cannot, by any rule of law, have that effect, when accompanied by such covenants. The above authorities prove this point, and see *Bridgman's complete Conveyancer*, 1 vol. 323. However, as this doctrine seems not generally adverted to, I make it a rule to qualify the operation of the word "grant" by the introduction of such words as make the parties *grant* only "according to their respective estates and interests, and so far as they can do both at law and in equity." Thus guarded, the most scrupulous conveyancer must, I think, be satisfied of the perfect innocence of this important monosyllable.

On the other hand I see no such force in it as to make it of any great consequence to the purchaser that it should be retained, yet I wish it retained, because it is the proper technical expression for a deed of this nature. By the lease for a year the estate is vested in the purchaser for the term of one year, and then the vendors have in them only an estate in reversion. Now the word *grant* certainly is the proper and technical word to convey a reversion. *adly.* Some conveyancers are persuaded that without the word *grant* the purchaser of a manor, common, or other incorporeal hereditaments which are *in gross* will not pass. I have known this carried so far, that a very eminent conveyancer, in a case where some deeds were referred to him, which were actually engrossed and executed by some of the parties, refused to permit his client to pay his purchase money, merely because the trustees had not conveyed by the word *grant*. This he did on the ground, that if the commons, &c. were severed from the land, they would not pass without the word *grant*. In support of his opinion he cited the above passage from *Bridgman*, where Sir *Jeffrey Palmer* is made to say, that "common in gross cannot pass without the word *grant*." This, in the case in which it is said by Sir *Jeffrey Palmer*, is perfectly true, for Sir *Jeffrey Palmer* refers to the case of a feoffment with livery, in which case the common in gross lying *in grant*, would not pass by the livery; and therefore without the word *grant*, or some other words of a similar operation, would not pass by the charter of feoffment. But in the case of lease and release there is no doubt but it would vest in the vendee by the lease for a year, and that the release would operate by way of

PUR- wife, do, and each and every of them doth *grant*,
 CHASERS. bargain, sell, alien, release and confirm unto the
 ———— said ———, duke of ———, and his heirs (the same
 now being actually vested in him the said ———
 Unto the duke duke of ———, by virtue of a bargain and sale to
 of ——— and his him thereof made by the said *D. H. R. S. H. I.*
 heirs. *C. N. and T. C. and S.* his wife, in consideration
 of ——— a piece, by indenture bearing date the day
 next before the day of the date of these presents,
 for the term of one whole year, commencing from
 the day next before the day of the date of the same
 indenture of bargain and sale, and by force of the
 statute made for transferring of uses into possession)
 all those — messuages or tenements situate and
 being in ——— and ———, in the parish of ———, in
 the county of ———, and now or late in the
 several tenures or occupations of *S. T. G. S.*
R. M. (as under tenant to *A. J.* the lessee) *D. J.*
C. J. and *C. W.* (the said *C. W.* holding the mes-

enlargement to give him the fee. Upon the whole, therefore, I am convinced that the word *grant* has no such peculiar operation as to make it either dangerous for a trustee to convey by it, or necessary for a purchaser to require, yet, for the reasons I have mentioned, I wish it retained.

However, if the draft should be altered, care must be taken that, by the alteration, the words "according to their estates, &c." are confined to the "trustees and mortgagees." It does not extend to Mr. C——, because, as he is afterwards made to covenant for the title, and those covenants run "that he has a right to convey in *manner* aforesaid," &c. it may be questioned whether in consequence, by that reference, any action could be brought upon that covenant in case of eviction, &c. as it may be contended that he only conveys according to his estate, &c. and therefore his having no estate cannot be pleaded as a breach of covenant.

With respect to the warranty, when a fine is to be levied of lands, the legal fee of which is in trustees, it is highly desirable the trustees should join. The warranty should only be *against themselves and their heirs*, which I apprehend cannot possibly be attended with any inconvenience.

fuage in —, under or by virtue of a lease thereof, heretofore granted by *A. T.* and *S. T.* to the said *L. R.*; and also all that ground-rent, quit-rent, or other heritable yearly rent of —, issuing and payable out of a certain messuage or tenement in — aforefaid, and formerly known by the name or sign of —, now and for some years past a private house, and abutting and adjoining towards the east on the said messuage, in the tenure of the said *S. T.* lately in the tenure of *D. G.* esq. and now of — gent. And also all cellars, follars, ways, paths, passages, lights, easements, watercourses, sewers, drains, priviledges, profits, commodities, emoluments, advantages and appurtenances whatsoever, to the said messuages or tenements, ground-rent or other rent, hereditaments and premises herein before mentioned, to be hereby granted and released, or any part or parcel thereof, belonging or any wise appertaining. And the reversion or reversions, remainder and remainders, yearly and other rents, issues and profits of all and singular the said messuages or tenements, ground or other rent, hereditaments and premises, and of every part and parcel thereof; and all the estate, right, title, interest, use, trust, possession, possibility, property, claim and demand whatsoever, both at law and in equity, of them the said *D. H. R. S. H. I. C. N. T. C.* and *S. C.* his wife, and of each and every of them, of, in, to, from, or out of or upon the same messuages or tenements, ground rent or other rent, hereditaments and premises, and every part and parcel thereof. To have and to hold the said messuages or tenements, ground-rent or other rent, hereditaments, and all and singular other the premises hereby granted and released, and every of them, and every part and parcel thereof, with their appurtenances, unto the said —, duke of

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To hold unto
 and to the use
 of the said —
 duke of —, his
 heirs and assigns
 for ever.

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Covenant from
the said T. C.
that the grantors
have right to
convey.

Covenant for
quiet enjoy-
ment.

rent or other rent, hereditaments and premises herein before mentioned, to be hereby granted and released, or any part thereof, are, is, can, shall or may be impeached, charged, affected, or incumbered in title, estate, or otherwise howsoever. And the said T. C. doth for himself, his heirs, executors and administrators, covenant, promise, grant, and agree to, and with the said ——— duke of ———, his heirs and assigns, by these presents, in manner following: that is to say, that for and notwithstanding any act, matter or thing whatsoever, by any person or persons whomsoever made, done, committed or executed, or knowingly or willingly permitted or suffered to the contrary, they the said T. C. and S. his wife, and the said D. H. R. S. H. I. and C. N. or some or one of them, at the time of the sealing and delivery of these presents, now have in themselves, himself or herself, good right, full power, and lawful and absolute authority, to grant, bargain, sell, alien, release, enfeoff and confirm the said messuages or tenements, ground rent or other rent, hereditaments and premises herein before mentioned, to be hereby granted and released, with their appurtenances, unto and to the use of the said ——— duke of ———, his heirs and assigns, in manner aforesaid, and according to the true intent and meaning of these presents; and that it shall and may be lawful to and for the said ———, duke of ———, his heirs and assigns, from time to time, and at all times hereafter, peaceably and quietly to enter into and upon, and to have, hold, occupy, possess and enjoy, the said messuages or tenements, ground-rent or other rent, hereditaments and premises herein before mentioned to be hereby granted and released, and to receive and take the rents, issues and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the let, suit, trouble,

hindrance, molestation, interruption, or disturbance, of, from, or by the said *D. H. R. S. H. I. C. N. and T. C. and S. his wife*, or any of them, their or any of their heirs, or any other person or persons whomsoever, lawfully or equitably, claiming or to claim any estate, right, title or interest whatsoever, in, to, from, or out of or upon the messuages and other hereditaments hereinbefore mentioned, to be hereby released, or any of them, or any part thereof, free and freely, clearly and absolutely, acquitted, exonerated and discharged, and clear of, from and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, jointures, dowers, right and title of dower, uses, trusts, wills, entails, statutes-merchant, and of the staple, recognizances, judgments, executions, extents, rents, arrears of rent, annuities, legacies, sum and sums of money, yearly payments, forfeitures, re-entries, cause and causes of forfeiture and reentry, debts of record, debts due to the king's majesty, and of, from and against all other estates, rights, titles, charges, and incumbrances whatsoever made, done, committed, or executed, or knowingly or willingly permitted or suffered by the said *D. H. R. S. H. I. C. N. and T. C. and S. his wife*, or any of them, or any other person or persons whomsoever, except the said leases hereinbefore mentioned, and a fee-farm rent of —, payable to the said duke of —

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—
Against incum-
brances.

AND FURTHER, That they, the said *D. H. R. S. H. I. C. N. and T. C. and S. his wife*, and each and every of them, their, and each and every of their heirs, and all and every other persons and person, lawfully or equitably having or claiming, or who shall or may lawfully or equitably claim, any estate, right, title, or interest of, in, to, from, out of or upon the said messuages or tenements, ground-rent or other rent, hereditaments and premises hereinbefore mentioned to be hereby grant-

And for further
assurance.

**PUR-
CHASERS.**

*Indenture fur-
ther witnesseth.*

**Su-
render of
act 12.**

ed and released, or any of them, (*except the said tenants in respect of their leases*), shall and will, at any time or times hereafter, upon the request and at the proper costs and charges in the law of the said duke of —, his heirs or assigns, make, do acknowledge, levy, suffer, and execute, or cause or procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other acts, deeds, matters, things, conveyances and assurances in the law whatsoever, for the further, better, more perfectly and absolutely granting, releasing, enfeoffing, conveying, assuring and confirming of the said messuages or tenements, ground-rent or other rent, hereditaments and premises, hereinbefore mentioned to be hereby granted and released, with their appurtenances, unto and to the use of the said duke of — his heirs and assigns; as by the said duke of — his heirs or assigns, or his, their, or any of their counsel learned in the law, shall be reasonably devised or advised and required. AND THIS INDENTURE FURTHER WITNESSETH,, That for and in consideration of the sum of — of lawful money of *Great-Britain*, at or before the sealing and delivery of these presents, to the said *T. D.* by the said duke of — in hand, well and truly paid, at the request and by the direction of the said *D. H. R. S.* and *T. C.* and *S.* his wife, testified by their being respectively parties to, and sealing and delivering these presents; the receipt of which said sum of — he, the said *T. D.* doth hereby acknowledge, and from the same and every part thereof doth acquit, release, and discharge the said duke of — and also the said *T. C.* and *S.* his wife, and each and every of them, their and each and every of their heirs, executors, administrators and assigns, for ever by these presents, he, the said *T. D.* at the request and by the direction and appointment of the said *D. H. R. S.* and *T. C.*

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CHASERS.

and S. his wife, and upon the acceptance of the said duke of — testified as hereinbefore is mentioned, hath bargained, sold, assigned, released, surrendered and yielded up, and by these presents doth bargain, sell, assign, release, surrender, and yield up unto the said duke of — and his heirs, all that the said undivided moiety of all and singular other the said premises by the said indenture of the — day of — granted, bargained, sold, and demised to the said T. D. his executors, administrators and assigns, for the term of — years, as hereinbefore is mentioned, with the appurtenances and all the estate, right, title, interest, term and terms of years now to come and unexpired, possibility, property, claim, and demand whatsoever, both at law and in equity, of him the said T. D. of, in, to, from, out, of, or upon the undivided moiety and premises hereinbefore mentioned to be hereby assigned, and every part and parcel thereof, to the intent and purpose that the residue and remainder which now is to come and unexpired of the said term of — years, may henceforth be merged and extinguished in, or consolidated with the estate of inheritance in fee-simple, in possession hereby conveyed and limited unto, and to the use of the said duke of — of and in the same undivided moiety and premises: AND the said D. T. doth for himself, his heirs, executors, and administrators, covenant and declare with, and to the said duke of — his heirs and assigns, by these presents, that he, the said T. D. hath not at any time heretofore, made, done, committed, or executed, or knowingly or willingly permitted or suffered any act, deed, matter, or thing whatsoever, whereby, or by means whereof, the moiety and premises hereinbefore mentioned, to be hereby assigned, or any part thereof, are, is, can, shall, or may be impeached, charged, affected, or incumbered in title, term, estate, or otherwise howsoever. IN WITNESS, &c.

Covenant that
termor has not
incumbered.

PUR-
CHASERS.

Release by an Heir at Law, to a Purchaser, in pursuance of an Agreement made in the Heir's Minority.

Recital of a
will.

THIS INDENTURE, made the — day of — in the — year, &c. Between *F. A.* of — in the county of — widow, relict, and a devisee, named in the last will and testament of *F. T.* late of — aforesaid, gent. deceased; and *I. T.* of — aforesaid, gent. only son and heir at law, and also a devisee named in the said will of the said *F. T.* deceased, of the one part, and *R. I.* commissioners of — in the said county of — of the other part. Whereas the said *F. T.* deceased, by his last will and testament in writing, duly executed and attested, bearing date the — day of — in the year of our Lord — did, among other things, devise the hereditaments hereinafter by these presents granted and released, or intended so to be unto the said *F. A.* for her life, and after her death to the said *F. T.* (party thereto), and his heirs; and in case the said *T. F.* should die before he should attain the age of — years, then the said testator thereby devised the same premises to the said *F. A.* and her heirs for ever: AND whereas, soon after the making the said will, the said *F. T.* (the testator), died seised of, or entitled to the said hereditaments in fee-simple, hereinafter by these presents granted and released, or intended so to be, with the appurtenances thereto belonging: AND whereas by indenture tripartite, bearing date the — day of — in the year of our Lord —, and made or mentioned to be made, between the said *F. A.* and *F. T.* party thereto of the first part; the said *C. R. I.* of the second part, and *I. S.* esq. *E. I.* esq. *B. I.* esq. and *W. B.* esq. of the third part; reciting, (among other things,) to the effect hereinbefore recited; and also reciting

Recital of a
contract and
conveyance to
the purchasers,
during the
heir's minority,

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CHASERS.

that the said *F. A.* had contracted and agreed, as well on behalf of herself, as of the said *F. T.* party thereto, her son, who was then an infant under the age of — years, for the absolute purchase of the said hereditaments hereinafter by these presents granted and released, or intended so to be, at and for the price or sum of —, subject to the yearly quit-rent of —, and to the yearly rent of — therein and hereinafter mentioned; and that the sum of —, part of the said purchase-money, was to be paid and applied in discharging of a mortgage affecting the said premises, with other hereditaments and then due to *R. M.* yeoman; and that the remaining £— of the said purchase-money should be laid out and invested in the public funds, in the names of the said *S. I.* and *E. T. B. I.* and *B. M.* upon the trusts hereinafter declared and hereinafter mentioned; and that by reason of the minority of the said *F. T.* party thereto, as he was then of the age of — years only or thereabouts, a proper and effectual title and conveyance could not be had or made to the said *R. I.* the purchaser, reciting that the said *C. I.* in pursuance of his contract, had, with part of the said purchase-money, paid off and discharged the said — pounds, due on the said mortgage to the said *R. W.* and that by indentures of lease and releases therein mentioned, all the estate and interest of the said *R. W.* comprised in the said mortgage to him, had been conveyed to the said *C. I.* his heirs and assigns; and reciting that the said *C. I.* at the request, and with the consent, and by the direction of the said *F. N.* had laid out and invested the sum of —, residue of the said purchase-money in the purchase of — three per cent. consolidated bank annuities, which had been that day transferred to the said *S. I. E. T. B. I.* and *B. W.* trustees in that behalf, named by the said *F. A.* and *C. I.* respectively, in the books

of part of the purchase-money, being invested in stock in the names of trustees till heir should become of age, and execute conveyances.

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CHASERS.**

kept at the Bank of England; and reciting that it was agreed that the said *C. I.* should be immediately let in possession of the premises so purchased by him, and receive the rents and profits thereof from thenceforth; and that the interest and dividends of the said bank-annuities should, (subject to the protecting the said *C. I.* his heirs and assigns in his said purchase,) be had and received by the said *F. A.* during her life, or until a perfect title and conveyance should be had and made to the said *C. I.* his heirs and assigns of the premises so purchased by him as aforesaid; (lien of the rents and profits of the said premises): In pursuance of the said agreement, it was declared and agreed by and between the said parties hereto, that the said sum of —, three per cent. consolidated bank annuities, then standing in the names of the said *S. I. E. T. B. I.* and *B. W.* as aforesaid, was transferred to them upon the trusts herein and hereafter mentioned: That is to say, in the first place, as to the principal and interest for the protecting of the said *C. I.* his heirs and assigns, in the possession and enjoyment of the premises so purchased by him, and the receipt of the profits thereof to his and their own use and benefit thereto, until such time as the said *C. I.* his heirs or assigns should be interrupted in the peaceable enjoyment of the said premises, upon trust to permit the said *F. A.* and her assigns, to receive the dividends and produce of the said annuities during her life, or until a full and perfect title should be made to the said *C. I.* his heirs and assigns, of the premises so purchased by him as aforesaid; and upon the said *F. T.* party hereto, and the said *F. A.* or either of them, making and executing to the said *C. I.* his heirs and assigns, full and perfect conveyances and assurance of the said premises; then that the said trustees and the survivors of them, and the executors,

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executors and administrators of such survivor, should assign and transfer the said capital stock, and all interest and dividends due or unapplied upon the trust aforesaid, to the said *F. A.* and *F. T.* party thereto, or the survivor of them, as in and by the said recited will and indenture, relation being thereto respectively had, may more fully appear; AND whereas the said *F. T.* party thereto, hath attained his age of 21 years, and the said capital stock of £ — 3 per cent. bank annuities hath been transferred by the survivor of the said trustees named in the said recited indenture to the said *F. A.* and *F. T.* party thereto, the said *F. A.* having received all the dividends in respect of the same up to the time of such transfer, which they the said *F. A.* and *F. T.* party thereto, do hereby respectively acknowledge and declare; and the said *C. R. I.* hath had, and continues to enjoy the peaceable and quiet possession and perception of the rents and profits of the said premises so purchased by him as aforesaid, NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of —, *Indenture witnessed.* so paid by the said *C. R. I.* to the said *R. W.* and of the said capital sum of — 3 per cent. consolidated bank annuities so transferred to the said *F. A.* and *F. T.* party thereto, as aforesaid, the receipt whereof they the said *F. A.* and *F. T.* party thereto, do, and each of them doth, hereby acknowledge, and thereof, and of and from every part thereof do, and each of them doth, acquit, exonerate, release, and for ever discharge the said *C. R. I.* his heirs, executors, administrators and assigns, and every of them, by these presents; and in consideration of the sum of — of lawful money of *Great Britain*, to the said *F. A.* party hereto, in hand paid by the said *C. R. I.* at or before the sealing and delivering of these presents, the receipt whereof

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To hold.

Covenants for
title.

is hereby acknowledged, they the said *F. A.* and *F. T.* party thereto, have, &c. all, &c. now in his possession, in consideration of 5s. by indenture bearing date the day next before the day of the date of these presents, for the said term of one year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring uses in possession, and to his heirs, all those two undivided three parts or shares (the whole into three equal parts or shares to be divided), late of or belonging to the said *F. T.* deceased, and now late of or belonging to them the said *F. A.* and *F. T.* party thereto, of and in all that and those the barn, stable, and loft, or piece or parcel of ground whereon formerly stood a tenement and one close of land, and cherry-garden thereunto adjoining and belonging, **TO HAVE AND TO HOLD** the said two undivided third parts or shares hereby granted and released, or intended so to be, of and in the said barn, stable, loft, or piece or parcel of ground, and premises hereinbefore mentioned and described, and of and in the appurtenances thereto belonging, unto the said *C. R. I.* his heirs and assigns, to the only proper use and behoof of him the said *C. R. I.* his heirs and assigns, for ever; and the said *F. A.* for herself, her heirs, executors, and administrators, and the said *F. T.* party hereto, for himself, his heirs, executors, and administrators, do, and each of them doth, jointly and severally, covenant, promise and agree, to and with the said *C. R. I.* his heirs and assigns, by these presents, in manner following, (that is to say), that for and notwithstanding any act, deed, matter, or thing whatsoever, by them the said *F. A.* and *F. T.* party thereto, and the said *F. T.* deceased, or any of them, or any of the ancestors of the said *F. T.* deceased, made, done, committed, executed, or wittingly or willingly suffered to the contrary

(except as hereinafter is excepted) by the said *F. A.* and *F. T.* party thereto, now are, or one of them is, at the time of the sealing and delivery of these presents, lawfully, rightfully, and absolutely seised of and in, or well and sufficiently entitled unto the said two undivided three parts, hereby granted and released, or intended so to be, with the appurtenances thereto belonging, of a good, sure, perfect, lawful, absolute, and indefeasible estate of inheritance in fee simple, without any manner of condition, use, trust, power of revocation, equity of redemption, remainder, or limitation of any use or uses, or other restraint, cause, matter, or thing whatsoever, to alter, charge, defeat, incumber, revoke, or make void the same; and that, for and notwithstanding any such act, deed, or matter or thing, as aforesaid (except as hereinafter is excepted,) they the said *F. A.* and *F. T.* party hereto, now have, or one of them hath, good right, full power, and lawful and absolute authority to grant, bargain, sell, release and convey the said two undivided three parts, and hereditaments hereby granted and released, or intended so to be, with the appurtenances thereto belonging, unto and to the use of the said *C. R. I.* his executors and assigns, in manner according to the true intent and meaning of these presents; and that it shall and may be lawful to and for the said *C. R. I.* his heirs and assigns, at all times hereafter, peaceably and quietly to enter into and upon, and to have, hold, occupy, possess and enjoy, the said two undivided third parts and hereditaments hereby granted and released, or intended so to be, with the appurtenances thereto belonging, and to receive and take the rents, interest, and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, eviction, ejection, interruption,

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CHASERS.Grantor is
seised.Hath right to
convey.Quiet enjoy-
ment.

PUR-
CHASERS.

Free from in-
cumbrances.

Further assur-
ance.

claim, or demand whatsoever, of or by them the said *F. A.* and *F. T.* party hereto, or either of them, or the heirs of them, or either of them, or of or by any other person or persons lawfully claiming, or to claim, by, from, or under, or in trust for them the said *F. A.* and *F. T.* or either of them, or the said *F. T.* deceased, or any of his ancestors; and that free and clear, and freely and clearly and absolutely acquitted, exonerated, released, and for ever discharged, or otherwise, by them the said *F. A.* and *F. T.* party hereto, or one of them, or the heirs, executors, or administrators of them, or one of them, well and sufficiently saved, defended, kept harmless, and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, right and title of dowers, uses and trusts, entails, wills, statutes-merchant of the staple, recognizances, judgments, extents, executions, rents, or arrears of rents, annuities, legacies, sums of money, yearly payments, forfeitures, re-entries, cause and causes of forfeiture and re-entry, debts of record due to the king's majesty, and of and from and against all other estates, titles, troubles, charges, debts, and incumbrances whatsoever, either already had, made, committed, executed, done, or suffered by them the said *F. A.* and *F. T.* party hereto; and the said *F. T.* deceased, or any of them, or the heirs of them, or any of them, or any person or persons lawfully claiming, or to claim, by, from, or under, or in trust for them, or any of them, or any of the ancestors of the said *F. T.* deceased (other than and except a yearly quit-rent of — and a certain annual-rent or sum of — payable towards two sermons to be preached yearly on the day of the execution of criminals); and further, that they the said *F. A.* and *F. T.* party thereto, and each of them, and

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the heirs of them, and each of them, and all and every other person or persons having or claiming, or who shall or may have or claim any estate, right, title, interest, inheritance, reversion, use, trust, property, claim and demand whatsoever, either at law or in equity, of, in, to, or out of the said two undivided third parts and hereditaments hereby granted and released, or intended so to be, or any of them, or any part thereof, by, from, or under, or in trust for them the said *F. A.* and *F. T.* party hereto, and the said *F. T.* deceased, or any of them, or the heirs of them, or any of them, or any of the ancestors of the said *F. T.* and shall and will from time to time, and at all times within the space of — years next ensuing the date of these presents, upon every reasonable request to be made for that purpose, by and at the proper costs and charges in the law of the said *C. R. I.* his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, thing and things, services, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting, conveying, and assuring of the said two undivided third parts and hereditaments hereby granted and released, or intended so to be, and every part thereof, with the appurtenances thereto belonging, unto, and to the use of the said *C. R. I.* his heirs and assigns for ever, in manner aforesaid, according to the true intent and meaning of these presents, as by the said *C. R. I.* his heirs and assigns, or his or their counsel learned in the law, shall be reasonably devised or advised, so as such conveyances or assurances do not contain or imply any further or other covenant or warranty than against the person or persons who

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shall be required to make or execute the same, his, her, or their heirs, executors, or administrators acts and deeds respectively, and so as the party or parties who shall be required to make or execute such further assurance or assurances be not compelled or compellable, for the making or doing thereof, to go or travel from his, her, or their usual place or places of abode. IN WITNESS, &c.

Acknowledgment to be indorsed.

We do hereby acknowledge and declare, that the within mentioned sum of — 3 per cent. consolidated bank annuities hath been transferred to us, as in the within written indenture is expressed. Witness our hands the day and year within written.

Note. Though it is mentioned in the body of a deed, that the consideration-money has been paid, yet unless payment can be proved, the purchase may be set aside in equity for want of this indorsement, unless a presumption of such payment arise from length of possession, or circumstances equally indicative of payment.

When the estate is considerable, it is usual also to have a bargain and sale; where you only mention the consideration and the parcels, with the general words, without any covenants; and this being enrolled, an office copy of it is evidence in any court. *Pow. MSS.*

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CHASERS.

Conveyance of Freehold and Assignment of Leasehold, and Covenant to surrender Copyhold Lands, with Covenants applicable.

THIS INDENTURE quadripartite, made the — day of —, in the — year of the reign, &c, and in the year of our lord —, Between *L. B.* of —, esquire, brother and heir of *C. B.* esq. deceased, who was eldest son and heir of *C. B.* heretofore, of —, esq. deceased, and which said *C. B.* the son, and *L. B.* were devisees named in the last will and testament of the said *C. B.* (a) the father, of the first part, dame *F. G.* of —, in the county of —, widow, daughter of the said *C. B.* the father, and a devisee named in his said will, of the second part, *C. B.* of —, esquire, son and heir of *L. B.* late of —, esquire, deceased, who was brother of the aforesaid *C. B.* the father, and a devisee named in his will, of the third part, and *N. O.* of the parish of —, in the county of —, spinster of the fourth part. WHEREAS the said *C. B.* the father, being seised in fee simple, of

Recitals.

(a) The reason that *F. S.* and *C. B.* were made parties in this instrument, and that the acts of *R. B.* deceased, are covenanted against, is, that *C.* the father having devised as in the deed is stated, without using words either of inheritance or perpetuity, a doubt arose whether the son *B.* had a fee or only a life estate in the premises; in order therefore to obviate all consequences, and for a greater satisfaction of the purchaser, it was agreed, that the persons supposed to be entitled in reversion should be made parties, and the acts of such of them as were dead, should be covenanted against for conveying the freehold and surrendering the copyhold. *Pow. MSS.*

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CHASERS.**

and in the two fields or closes, lands and hereditaments, lying and being in the parish of —, in the county of —, hereinafter particularly mentioned and described, with their appurtenances, and seised to him and his heirs, according to the custom and manner of —, in the county of —, of and in the customary messuage or mansion house, lands, tenements, and hereditaments, hereinafter also particularly mentioned and covenanted, to be surrendered holden of the said manor by copy of a court-roll (which copyhold premises he had surrendered to the use of his will) made and duly signed and published his last will and testament in writing, bearing date on or about the — day of —, in the year of our Lord —, and did thereby (amongst other things) give unto his wife *S. B.* for her life, all the said freehold and customary or copyhold premises, by the description of his house, called —, also —, near —, in —, with the gardens and all the lands both freehold and copyhold that he then was possessed of, in the county of —, and after her death he gave the said houses, gardens, and lands, both freehold and copyhold to his said son *C. B.* and in case of his death before the age of 21 years, then to his the testator's said son *L. B.* party hereto, or the next eldest son then living, and if no son living, to his daughter, the said dame *F. G.* then *S. B.* or the next eldest daughter that should be then living, and if no son or daughter should be living, he then gave it to his brother *L.* and his heirs. AND whereas the said *C. B.* the father, departed this life on or about the month of —, in the year of our Lord —, without revoking or altering his said will, so far as the same related to, or concerned the said freehold and customary, or copyhold premises, leaving the said *F.* his wife, and his said two sons and daughters by her, and

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CHASERS.

no other issue: AND whereas the said *C. B.* the eldest son of the said *C. B.* the father, departed this life, on or about the month of —, in the year of our Lord —, under the age of 21 years, and without issue, and afterwards, to wit, on or about the — day of —, in the year of our Lord —, the said *L. B.* party hereto, was admitted to the reversion immediately expectant upon the death of the said *S. B.* widow, his mother, of and in the said customary or copyhold premises, to hold the same to him his heirs and assigns, for ever. AND whereas the said *S. B.* the mother, departed this life, in the month of —, in the year of our Lord —, and upon her decease the said *L. B.* party hereto, entered into, and upon the said freehold and customary hereditaments and premises, and hath been ever since and now is, in the possession and receipts of the rents and profits thereof. AND whereas the said *L. B.* (brother of said *C. B.* the father,) departed this life in the month of —, in the year of our Lord —, leaving *C. B.* party hereto, his son and heir. AND whereas by an indenture, bearing date the — day of —, in the year of our Lord —, and made or mentioned to be made between *H. I.* of —, of the one part, and the said *L. B.* party hereto of the other part, for the considerations therein mentioned, *H. I.* did demise unto the said *L. B.* party hereto, all that piece or parcel of land commonly called or known by the name of —, containing by estimation — acres more or less, situate and being in the parish of — aforesaid, with the appurtenances thereunto belonging: To hold the same unto the said *L. B.* party hereto, his executors, administrators, and assigns, from the — day of —, for and during, and unto the full end and term of — years, from thence next ensuing, and fully to be complete and ended, at

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and under the yearly rent of £——, payable quarterly, at the time therein mentioned, and under and subject to the covenants and agreements therein mentioned, on the part of the said *L. B.* party hereto, his executors, administrators, and assigns, to be kept, observed, and performed. AND whereas the said *N. O.* hath contracted and agreed, with the said *L. B.* party hereto, for the absolute purchase of the freehold and inheritance in fee simple in possession of the said freehold fields, or closes of lands and hereditaments devised by the said recited will as aforesaid, and all other the freehold lands and hereditaments of him the said *L. B.* situate, lying and being in said the parish ——, with the appurtenances thereto belonging, and of the inheritance in possession of the said customary or copyhold messuages, lands, tenements, and hereditaments hereinafter covenanted, to be surrendered with their appurtenances, and also of their leasehold fields and premises, for the residue and remainder of the said term of —— years, to come and unexpired, free from incumbrances, (except as hereinafter is excepted) at or for the price of £——, and the said dame *F. G.* and *C. B.* party hereto, have agreed to join in conveying the said freehold premises, with their appurtenances, unto, and to the use of the said dame *N. O.* her heirs and assigns, and also to release and quit claim, all their estate, right, title, and interest, of, in, and to the said customary or copyhold premises, unto the said dame *N. O.* her heirs and assigns, in manner hereinafter mentioned. Now this indenture witnesseth, that for and in consideration of the sum of ——, of lawful money of *Great Britain*, to the said *L. B.* party hereto, in hand well and truly paid by the said dame *N. O.* at or before the sealing and delivery of these presents, with the consent and approbation of the said dame *F. G.* and *L. B.*

Indenture
witnesseth.

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CHASERS.Grant and re-
lease

party hereto (satisfied by their severally being parties to and sealing and delivering these presents) the receipt of which said sum of —, he the said *L. B.* party hereto, doth hereby acknowledge and thereof, and of, and from every part thereof, doth acquit, exonerate, release, and for ever discharge the said *N. O.* her heirs, executors, administrators, and assigns, and every of them, by these presents, and in consideration of the sum of 10s. of like money to each of them the said dame *F. G.* and *C. B.* party hereto, in hand paid by the said *N. O.* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in pursuance and performance of the aforesaid agreement, in this behalf, they the said dame *F. G.* and *C. F.* party hereto, at the request and by the order and direction of the said *R. B.* party hereto, (testified by his being a party to and sealing and delivering these presents,) have, and each of them hath, according to their several and respective estates and interests, bargained, sold, aliened, and released, and by these presents, do, and each of them doth according to such estates and interest as aforesaid, bargain, sell, alien, and release, and the said *L. B.* party hereto, hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto *N. O.* (in her natural possession, now being by virtue of a bargain and sale thereof, to her made by the said *D. B.* party hereto, dame *F. G.* and *C. B.* party hereto, in consideration of 5s. a-piece, by indenture, bearing date the day next, before the day of the date of these presents, for the term of one year commencing from the day next before the day of the date of the said indenture of bargain and sale, by force of the statute made for transferring uses into possession, and to her heirs,) all those two fields, or closes of meadow or pasture ground,

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commonly called or known by the name of —, containing together, by estimation — acres, be the same more or less, situate, lying and being in the parish of —, in the said county of —, now or late in the occupation of the said *L. B.* party hereto, and also all such part, and so much as is freehold, and not copyhold or leasehold of and in all that &c. lying and being in the said parish of —, and now, or late in the occupation of the said *L. B.* party hereto, and also three pews situate in the parish church of —, aforesaid, usually held and enjoyed by the owners and occupiers of the said house, called —, and all other the freehold lands, tenements, and hereditaments heretofore of the said *C. B.* situate, lying and being in the parish of —, whereof or wherein they the said *L. B.* party hereto, dame *F. G.* and *C. B.* party hereto, or any of them, have, or hath, or are, or is entitled to any estate or interest, in possession, reversion, remainder, or expectancy, And also all other the freehold lands, tenements, and hereditaments, of or belonging to the said *L. B.* party hereto, situate, lying and being in the said parish of —, and all ways, paths, passages, waters, water-courses, hedges, ditches, mounds, fences, trees, commons and common of pasture, easements, liberties, privileges, profits, commodities, emoluments, advantages, hereditaments, and appurtenances, whatsoever, to the said fields, lands, pews, hereditaments and premises hereby granted and released, or intended so to be, and every or any of them, or any part thereof, belonging, or in any wise appertaining, or with them or any of them, or any part thereof, held, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as part or parcel thereof, or appertaining thereto, and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits of all and singular the said fields or closes, lands, pews, hereditaments, and premises

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hereby granted and released, or intended so to be, and every part and parcel thereof, and estates, rights, title, interest, inheritance, use, trust, benefit, claim, and demand whatsoever, both at law and in equity, of them the said *L. B.* party hereto, dame *F. S.* and *C. B.* party hereto, and each and every of them, of, into, and out of the same, and every part and parcel thereof, and also all deeds, evidences, muniments and writings, relating to or concerning the said premises, hereby granted and released, or intended so to be, or any of them, or any part thereof, in the custody or power of the said *L. B. F. S.* and *C. B.* party hereto, or any of them, or which they or any of them can come at, without suit at law or equity. To have and to hold the said field or closes, lands, pews, hereditaments, and all and singular, other the premises hereby bargained, sold and released or mentioned so to be, and every part and parcel thereof, with their and every of their appurtenances unto the the said dame *R.* and her heirs and assigns, to the only proper use and behoof of the said dame *R.* her heirs and assigns, for ever, and the said dame *F. S.* for herself, her heirs, executors, and administrators, doth covenant, promise, and agree to and with the said dame *R.* her heirs and assigns, by these presents, that she the said dame *F. S.* hath not at any time heretofore, made, done, committed, or executed, or wittingly or willingly suffered any act, deed, matter, or thing whatsoever, whereby, or by reason or means whereof the said premises hereby released or intended so to be, or any part thereof, are, is, or can, shall, or may be impeached, charged or incumbered in title, charges, estate, or otherwise howsoever, and for the consideration aforesaid, he the said *L. B.* party hereto, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said *R. D.* her heirs and assigns, by these presents, that he the said *L. B.* party hereto, or his

Habendum.
to purchasers
in fee

Covenant to
surrender copy
holds.

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heirs, shall and will, at the costs and charges of the said *R. D.* her heirs or assigns, at or before the next court to be holden in and for the aforesaid manor of —, in the said county of —, surrender, or cause and procure to be surrendered, into the hands of the lord or lady of the said manor, by the rod, according to the custom of the said manor, all that customary or copyhold messuage or mansion-house, commonly called by the name of — otherwise —, situate and being near —, otherwise — common, in the said parish of —; and within the said manor of —, and all barns, stables, outhouses, erections, buildings, yards, back-sides, gardens and orchards to the said messuage or mansion-house belonging. And also all those — several customary or copyhold fields, or closes of meadow or pasture ground, commonly called or known by the name or names of — formerly, one close, lying and being within the said manor, and containing together, by estimation, — acres, be the same more or less. And all other the customary or copyhold lands, tenements and hereditaments of him the said *L. B.* party hereto, situate, lying and being within, and held of the said manor, and all ways, paths, passages, waters, water courses, commons, common of pasture, liberties, privileges, easements, profits, commodities, and appurtenances whatsoever, to the said messuage, tenement, or mansion-house, fields or closes, lands, tenements, hereditaments, and other the said customary or copyhold premises hereby agreed to, be surrendered as aforesaid, and to every or any of them, or any part or parcel thereof, belonging, or in any wise appertaining, or with them, or any of them, held, used, occupied, or enjoyed, reputed, deemed, taken, or known to be part or parcel of them, or any of them, to the use of the said *R. D.* her heirs and

General words.

assigns, to be held of the lord or lady of the said manor, according to the custom of the said manor, by the rents and services therefore due, and of right accustomed, and shall or will cause or procure the said *R. D.* her heirs or assigns, to be admitted a tenant thereto accordingly. **PUR-CHASERS,**
 AND this indenture further witnesseth, that for the consideration afore said, and in pursuance of the said agreement on the part of the said *F. S.* and *L. C.* party hereto, they the said *F. S.* and *L. C.* have, and each of them hath, remised, released, and for ever quitted, claim, and by these presents do, and each doth, remise, release, and for ever quit claim unto the said *R. D.* her heirs and assigns, all the estate, right, title, interest, property, claim and demand whatsoever, both at law and in equity, which they the said *D.* and *S. F.* and *L. C.* party hereto, or either of them, now have or hath, or which they or either them, or the heirs of them, or either of them, can, shall, or may, or otherwise might at any time or times hereafter, have claim, challenge or demand, of, in, to, or out of the said customary or copyhold messuage or tenement, fields, closes, lands, hereditaments and premises herein before by these presents agreed to be surrendered by the said *L. B.* party hereto, to the use of the said *R. D.* her heirs and assigns as afore said, or any part or parcel thereof. **Release of copyholds.**
 AND this indenture also witnesseth, that in consideration of the said sum of — so paid by the said *R. D.* to the said *L. B.* party hereto as afore said, and in pursuance and performance of the afore said agreement on the part of the same *L. B.* in this behalf, he the same *L. B.* hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over, unto the said *R. D.* her executors, administrators and assigns, all that the afore said piece or parcel of land, called the — field, contain- **Indenture further witnesseth.**
Assignment of lease.

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Covenants for
the title to
freehold, copy-
hold, and lease-
hold premises

ing by estimation — acres, more or less, in and by the said hereinbefore in part recited indenture, demised by the said *H. J.* to the said *L. B.* party hereto, his executors, administrators and assigns, for the term of — years as aforesaid; which said piece or parcel of land hereby assigned now is or lately was in the occupation of *T. R.* and also all ways, waters, water courses, liberties, privileges, profits, commodities, advantages, and appurtenances whatsoever to the said piece or parcels of land hereby assigned, or any part thereof, belonging or in any wise appertaining, and all the estate, right, title, interest, term of years now to come and unexpired, property, possession, claim, and demand whatsoever, both at law and in equity, of him the said *L. B.* party hereto, of, in, and to the same, and every part thereof, together with the said recited indenture of lease, and the benefit thereof; to have and to hold the said piece or parcel of land hereby assigned, or intended so to be, and every part thereof, with the appurtenances thereto belonging, unto the said *R. D.* her executors, administrators and assigns, from henceforth, for and during all the residue and remainder of the said term of — years therein now to come and unexpired, subject nevertheless to the payment of the rent, and to the observance and performance of the covenants, clauses and agreements in and by the said recited indenture of lease, reserved and contained, which from henceforth, on the tenant or lessee's part, ought to be paid, kept, observed and performed. And the said *L. B.* party hereto, for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree to, and with the same *R. D.* her heirs, executors, administrators and assigns, by these presents in manner following: (that is to say) that for and notwithstanding any act, deed, matter or thing whatsoever, by him the

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said *L. B.* party hereto, and the said *L. B.* his late father, deceased, or either of them, or the said dame *F. S. L. B.* party hereto, and *L. B.* deceased, made, done, committed or executed, or wittingly or willingly suffered to the contrary, be the said *L. B.* party hereto, and the said dame *F. S.* and *F. C.* hereto, or some or one of them, now are, or is, lawfully, rightfully, and absolutely seised, of and in, or well and sufficiently entitled unto all and every the said lands, tenements, hereditaments and premises, hereinbefore by these presents granted and released, or intended so to be, and every part thereof, with their and every of their appurtenances, of a good, sure, perfect, lawful, absolute and indefeasible estate of inheritance, in fee simple, without any manner of condition, use, trust, power of revocation, equity of redemption, remainder or limitation, or any use or uses, or other restraint, cause, matter or thing whatsoever, to alter, change, charge, defeat, incumber, revoke or make void the same. And that for and notwithstanding any such act, deed, matter or thing whatsoever, as aforesaid (except as hereinafter excepted) he the said *L. B.* party hereto, is now seised, or well and sufficiently entitled unto the said customary or copyhold messuage or premises, land and tenements hereby agreed to be surrendered as aforesaid, and every part thereof, with the appurtenances thereto belonging, of a good, sure, and indefeasible estate of inheritance, to him and his heirs, according to the custom of the manor of — aforesaid, without any manner of condition, use, trust, equity of redemption, power of revocation, or other restraint, cause, matter or thing whatsoever, to alter, change, defeat, incumber, revoke or make void the same. And that for and notwithstanding any such act, matter or thing as aforesaid, the said hereinbefore recited indenture

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of lease is, at the time of the sealing and delivery of these presents, a good and effectual lease and demise in the law, of and for the said premises therein comprised, and that the said term is not forfeited, merged, extinguished, surrendered, determined, or otherwise become void or voidable. And that for and notwithstanding any such act, deed, matter or thing as aforesaid, he the said *L. B.* party hereto, and the said dame *F. S. L. C.* party hereto, or some or one of them, now have or hath good right, full power, and absolute authority, to grant, bargain, sell, release and convey the said lands, tenements, hereditaments and premises hereby granted and released, or intended so to be, and every part thereof, with their and every of their appurtenances, unto and to the use of the said *R. D.* her heirs and assigns, in manner aforesaid, according to the true intent and meaning of these presents. And further, that it shall and may be lawful to and for the said *R. D.* her heirs, executors, administrators and assigns, respectively from time to time, and at all times hereafter, peaceably and quietly to enter into and upon, and to have and to hold, occupy, possess and enjoy the said freehold, copyhold, and leasehold premises, hereinbefore by these presents respectively released and assigned, and covenanted to be surrendered, and every of them, and to have, receive and take the rents, issues, and profits thereof, and of every part thereof respectively, to and for her and their own use and benefit respectively, according to the true intent and meaning of these presents, without the lawful let, suit, trouble, denial, eviction, interruption, disturbance, claim or demand whatsoever, of or by him the said *L. B.* party thereto, his heirs, executors or administrators, or any person or persons lawfully claiming or to claim, by, from, or under or in trust for him, them, or any of them,

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or the said *L. B.* deceased, late father, and the said *L. B.* deceased, or either of them; and that free and clear, and freely and clearly acquitted, released, and for ever discharged, or otherwise, by him the said *L. B.* party hereto, his heirs, executors or administrators, well and sufficiently saved, defended, kept harmless, and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, surrenders, jointures, dowers, right and title of dower, uses, trusts, wills, intails, statutes-merchant, and of the staple, recognizances, judgments, extents, executions, rents, arrears of rents, annuities, legacies, sums of money, yearly payments, forfeitures, re-entries, cause and causes of forfeiture and re-entry, debts of record, debts due to the king's majesty, and of, from, and against all other estates, titles, troubles, charges, debts and incumbrances whatsoever, either already had, made, done, committed, executed or suffered, or hereafter to be had, made, done, committed, executed or suffered by him the said *L. B.* party hereto, and the said *L. B.* his late father, deceased, or either of them, or the said *S. F.* and *L. B.* party hereto, and the said *L. B.* deceased, or any of them, or the heirs of them, or any of them, or any other person or persons lawfully claiming, or to claim, by from, or under, or in trust for him, them, or any of them, or by, with, or through his, their, or any of their acts, means, privity, consent, default or procurement (other and except a quit rent of — a year, and a fine not exceeding — years quit rent, payable on the death or alienation of every tenant of the said customary or copyhold messuage or tenement, and its appurtenances, and also except an heriot not exceeding —, payable on the death of every tenant of the said messuage or tenement;

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and likewise except a quit rent of — a year, and a fine not exceeding — years quit rent, on the death or alienation of every tenant, payable in respect of the said — fields, or pieces or parcels of copyhold land hereinbefore mentioned, called —, and except the rent, covenants and agreements, by and in the said recited indenture of lease reserved and contained, which from henceforth, on the tenant or lessee's part, are, and ought to be paid, observed, and performed; and further, that he the said *L. B.* party hereto, his heirs, executors and administrators, and the said *D. and F. S. and L. B.* party hereto, and each of them, and the heirs of them, and each of them, and all and every other person or persons having and claiming, or who shall or may have, or claim, any estate, right, title, interest, inheritance, reversion, use, trust, property, claim and demand whatsoever, either at law or in equity, of, into, or out of the said lands, tenements, hereditaments and premises hereby respectively released and assigned, and agreed to be surrendered, or any of them, or any part thereof respectively, by, from, or under or in trust for him, or any of them, or the said *L. B.* deceased, shall and will, from time to time, and at all times, within the space of — years next ensuing the date of these presents, upon the reasonable request, and at the cost and charges of the said *R. D.* her heirs, executors, administrators and assigns respectively, make, do, acknowledge, levy, suffer and execute, or cause and procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, thing and things, devices, conveyances, surrenders, assignments and assurances in the law whatsoever, for the further, better, more perfect and absolute granting, conveying

and assuring of the said lands, hereditaments and premises hereby granted and released, or intended so to be, and for surrendering and assuring of the said customary or copyhold messuage, lands, tenements, hereditaments and premises hereinbefore by these presents covenanted to be surrendered, and every of them, and every part thereof respectively, with their and every of their respective appurtenances, unto and to the use of her the said *R. D.* her heirs and assigns, and for assigning and assuring the said leasehold premises, hereby assigned, or intended so to be, with the appurtenances, unto the said *R. D.* her executors, administrators and assigns, in manner aforesaid, according to the true intent and meaning of these presents, as by the said *R. D.* her heirs, executors, administrators or assigns, respectively, or her or their counsel, learned in the law, shall be reasonably devised and required, so as the party or parties who shall be required to make or execute such further assurance or assurances, be not compelled or compellable, for the making or doing thereof, to go or travel from his, her, or their, usual place or places of abode, and so as no such further assurance or assurances, contain or imply any further or other covenant or warranty, than against the person or persons who shall be required to make or execute the same, and against his or their executors and administrators acts and deeds respectively. In witness, &c.

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Conveyance to a Trustee, under a Marriage Settlement, of Lands purchased by him with the Trust Money.

Parties.

Recital of a
marriage settle-
ment.

THIS INDENTURE tripartite, made on the — day of —, in the — year of the reign of his majesty king George III. of Great Britain, &c. and in the year of our Lord Christ, —, Between B. J. of —, in the county of —, esq. of the first part; B. E. the elder, of —, aforesaid, widow and relict of B. P. the younger, late of — aforesaid, esq. deceased, of the second part; and B. W. of —, in the county of —, esq. heretofore called W. R. of —, in the county of —, esq. who survived O. R. late of the city of —, deceased, of the third part. Whereas by indenture of ten parts, bearing date the — day of —, in the year of our Lord —, and made, or mentioned to be made between B. P. the elder, heretofore of — aforesaid, esq. and M. F. his wife, both since dead, and the said B. P. the younger, by the name and description of B. P. the younger, esq. eldest son, and heir apparent of the said B. P. the elder, of the first part; H. G. esq. and Q. his wife, B. J. and B. E. and B. F. of the second part; the rev. B. T. clerk, of the third part; L. J. then of the —, in the county of —, esq. since deceased, and the said B. E. party hereto, by her then name and description of L. E. spinster, eldest daughter of the said L. J. of the fourth part; the said B. W. then W. R. and the said O. R. of the fifth part; L. J. of, and W. J. of the sixth part; R. T. esq. and B. E. esq. of the seventh part; D. D. esq. and B. S. alderman of —, of the eighth part; C. T. esq. and W. E. esq. of the ninth part; and sir L. P. bart. and F. W. of the tenth part; ex-

cuted previous to, and in consideration of the marriage then intended between the said *B. P.* the younger, and the said *B. E.* party hereto, (then *L. E.*) the said *L. J.* covenanted that he would, immediately after the solemnization of the said then intended marriage, pay, as and for the marriage portion of the said *B. E.* party hereto, his daughter, the sum of —, in manner following, (that is to say,) the sum of —, part thereof unto the said *B. P.* the father, and the sum of — the residue thereof unto the said *W. R.* and *O. R.* upon the trusts, and to and for the intents and purposes thereafter expressed, (that is to say,) as to the sum of —, part of the said sum of —, upon trust, to pay and apply the same in discharge of the like principal sum of —, then due and owing to *A. J.* therein named, on mortgage. AND as to the sum of —, residue of the said sum of —, that then the said *B. W.* then *M. R.* and *O. K.* or the survivor of them, his executors, administrators, or assigns, should, with the consent and approbation of the said *B. R.* the son, and the said *L. E.* his then intended wife, or the survivor of them, testified in writing under their hands and seals, or the hand and seal of such survivor, and to be attested by two or more credible witnesses, with all convenient speed, lay out and invest the same in the purchasing of messuages, lands, tenements, and hereditaments, of a clear and indefeasible estate of inheritance, in fee simple, free from incumbrances, in that part of *Great Britain* called *England*, and that the messuages, lands, tenements, and hereditaments, so to be purchased with the sum of —, should be settled and conveyed to and for the several uses, intents, and purposes, upon the trusts, and subject to the powers, provisos, conditions, and limitations, therein and hereinafter mentioned, (that is to say,) to the use of the said *B. P.* the

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£—, the
trusts thereof,
viz. to be laid
out in the pur-
chase of mes-
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lands,

to be settled
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younger, and his assigns, for and during his life, without impeachment of or for any manner of waste, and from and immediately after the decease of the said *B. P.* the younger, to the use of the said *B. E.* party hereto, the then intended wife of the said *B. P.* the younger, and her assigns, for and during her life, without impeachment of, or for any manner of waste, and from and after the determination of that estate by forfeiture, or otherwise, in the life-time of the said *B. P.* the younger, and the said *E.* his then intended wife, or of the survivor of them, to the use of the said *B. M.*, (then *M. R.*) and *O. R.* and their heirs, during the lives of the said *B. R.* the younger, and the said *E.* his then intended wife, and the life of the survivor of them, upon trust, to preserve the contingent uses and estates hereinafter limited, from being defeated or destroyed, and for that purpose to make entries, and bring actions, as occasion should be or require, but, nevertheless, to permit and suffer the said *B. P.* the younger, and his assigns, during his life, and after his decease the said *E.* his then intended wife, if she should survive him, and her assigns, during his life, severally to receive and take the rents, issues, and profits, of the said messuage or tenements, lands, and hereditaments, to and for his, her, or their own proper use and benefit, and from and immediately after the several deceases of the said *B. P.* the younger, and the said *E.* his then intended wife, and the decease of the survivor of them, to the use of all and every or any one or more of the child or children of the said *B. P.* the younger, on the body of the said *E.* his then intended wife to be begotten, for such estate or estates, and to and for such intents and purposes, and in such shares, proportions, and manner, and with, under, and subject to such provisos, conditions, and limitations over, (the said limitations

Power of appointment.

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are and being for the use or benefit of some or one of the said children,) as the said *B. P.* the younger, and the said *E.* his then intended wife, or the survivor of them, by any deed or deeds, in writing, to be by them, or the survivor of them, duly executed, in the presence of two or more credible witnesses, with or without power of revocation, or by the last will and testament, in writing, of such survivor, to be by him or her surviving duly signed and published, in the presence of, and attested by three or more credible witnesses, should, from time to time, direct, limit, or appoint the same, and for want of such direction, limitation, or appointment, or in case any such should be, when and as the estates so limited and appointed, should respectively end and determine, to the use of all and every the child and children of the said *B. P.* the younger, on the body of the said *E.* his then intended wife, to be begotten, equally to be divided between them, if more than one, share and share alike, to take as tenants in common, and not as joint tenants, nor to accrue by survivorship, and of the heirs of the body and bodies of all and every such child and children issuing, and failing issue, of any of the said children, then as to the share or shares of such child or children, whose issue should fail, to the use of all and every other such child or children, equally to be divided between among them, if more than one, share and share alike, to take as tenant in common, and not as joint tenants, nor to accrue by survivorship, and of the heirs of the body and bodies of all and every such other child or children issuing; and in case all such children, save one, should die without issue, then to the use of such one, or only child, and the heirs of his or her body, and for default of such issue, to the use of them the said *B. P.* the younger, and the said *E.*

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In the mean
time to be laid
out in govern-
ment or par-
liamentary
funds.

The marriage
had.

Recital that the
money paid.

his then intended wife. and the heirs of the survivor of them, and to and for no other use, trust, intent, or purpose, whatsoever. AND it was thereby declared, that, in the mean time, until such convenient purchase of lands as was therein before mentioned, could be found, it should be lawful to and for the said *B. W.* (then *W. R.*) and *O. R.* and the survivor of them, his executors or administrators, with such consent and approbation as aforesaid, to place out the said sum of —, or any part or parts thereof, on real or government security, or parliamentary funds, and it was thereby declared that the interest, dividends, and proceeds, of the monies so vested in securities, should, from time to time, go to, and be had and received by such person or persons, and be applied to and for such uses, intents, and purposes, and in such course, order, and manner, as the rents and profits of the lands and hereditaments to be purchased therewith, and settled as aforesaid, would go, or be payable, or applicable unto, in case such purchase and settlement were actually made, as in and by the said indenture of ten parts, reference being thereunto had, may, (among other things,) appear. AND whereas the marriage between the said *B. P.* the younger, and *L. E.* now *B. E.* party hereto, was had and solemnized soon after the execution of the said indenture of ten parts. AND whereas the said *L. J.* immediately after the solemnization of the said marriage, paid the aforesaid sum of — to the said *B. W.* (then *W. R.*) and *O. R.* who paid and applied the sum of —, part of the said sum of —, so received by them from the said *L. J.* as aforesaid, to the said *A. J.* in full satisfaction and discharge of the aforesaid like principal sum of —, so due and owing to her on mortgage, as aforesaid, and no convenient purchase of messuages, lands, tenements, or heredita-

ments offering, wherein to lay out and invest the sum of —, residue of the said £ —, the same was, with the consent and approbation of the said *B.P.* the younger, and *E.* his wife, now *B.E.* party hereto, laid out and invested in the purchase of £ —, three per cent. consolidated bank annuities, in the names of them the said *B.W.* (then *W.R.*) and *O.R.* AND whereas the said *O.* died some time since, whereby the said £ —, three per cent. consolidated bank annuities, became solely vested in the said *B.W.* by survivorship. AND whereas the said *B.R.* on or about the — day of —, in the year of our Lord —, with the consent and approbation of the said *B.P.* the younger, and *B.E.* party hereto, then his wife, sold £ — part of the said £ — bank annuities, and applied the money arising thereby in payment to *G.W.* of —, in the county of —, yeoman, of the sum of —, the consideration-money agreed to be paid by him for the purchase of a messuage or tenement, with the land and hereditaments thereto belonging, in — aforesaid, called —, heretofore in the possession of *C.I.* or his assigns afterwards of *B.D.* or his assigns, and then or late in the possession of the said *G.W.* his assigns or under-tenants, with the appurtenances, and which said messuage or tenement, called —, and the lands and hereditaments thereto belonging, with the appurtenances, by indentures of lease and release, bearing date respectively the — and — days of the said month of —, the said indenture of release being tripartite, and made between the said *G.W.* of the first part, and the said *B.P.* the younger, and the said *B.E.* party hereto, then his wife, of the second part, and the said *B.W.* of the third part, for the considerations therein mentioned, conveyed by the said *W.G.* by and with the directions and approbation of the said *B.P.* party hereto,

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The £ — laid out in the purchase of £ — three per cent. consols.

Death of one of the trustees.

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and the said *B. E.* party hereto, then his wife, to the said *B. W.* and his heirs, to and for the several uses, intents, and purposes, upon the trusts, and subject to the several powers, provisos, conditions, and limitations, mentioned and expressed in the said indenture, of ten parts, of or concerning the messuages, lands, tenements, and hereditaments, thereby agreed or directed to be purchased with the said sum of — as aforesaid, and in paying and discharging the costs and charges of or relating to the sale of the said sum of — Bank Annuities, and the purchasing of the said messuage or tenements, called —, and the lands and hereditaments thereto belonging, and the conveying the same to the said *B. W.* and his heirs, as aforesaid: AND WHEREAS the said *B. W.* on or about the — of —, in the year of our Lord —, by and with the like consent and approbation of the said *B. P.* the younger, and the said *B. E.* party hereto, then his wife, sold £ —, other part of the said £ — bank annuities, and applied the money arising thereby in paying to *E. S.* then of —, in the said county of —, esq. the sum of —, the consideration money agreed to be paid to him for the purchase of several fields, closes, or parcels of land, in — aforesaid, called —, and which, by indentures of lease and release, bearing date respectively the — and — days of —, in the said year —, the said indenture of release, being tripartite, and made between the said *E. S.* of the first part, and the said *B. P.* the younger, and the said *B. E.* party hereto, then his wife, of the second part, and the said *B. W.* of the third part, were for the considerations therein mentioned, conveyed by the said *E. S.* (by and with the direction and approbation of the said *B. P.* party hereto, and the said *B. E.* party hereto, then his wife,) unto the use of the said *B. W.* and his heirs, to and for.

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CHASERS.

the several uses, intents, and purposes, upon the trusts, and subject to the several powers, provisos, conditions, and limitations, mentioned and expressed in the said indenture of ten parts, of or concerning the lands to be purchased with the said sum of — as aforesaid, and in paying and discharging the costs and expences of or relating to the sale of the said £—— bank annuities, and the purchasing the said lands, called —, and conveying the same to the said *B. W.* and his heirs as aforesaid: AND WHEREAS the said *B. W.* afterwards, on or about the — day of —, in the year of our Lord —, by and with the like consent and approbation of the said *B. P.* the younger, and the said *B. E.* party hereto, then his wife, sold £——, other part of the said £——, three per cent. consolidated bank annuities, and applied the money arising by such sale, in paying to *R. R.* of —, in the county of —, and *T. M.* of the same place, the sum of —, the purchase-money agreed to be paid to them for the purchase of a certain close, piece, or parcel of land, in —, in the said county of —, called —, and which close or parcel of land, by indentures of lease and release, bearing date respectively the — and — days of —, in the year of our Lord —, the said indenture of release being of three parts, and made between the said *R. R.* and *M. T.* of the first part, and the said *B. P.* the younger, and the said *B. E.* his wife, of the second part, and the said *B. W.* of the third part, was conveyed by the said *R. R.* and *M. T.* (by and with the direction and approbation of the said *B. P.* party hereto, and the said *B. E.* party hereto, then his wife,) unto the said *B. W.* and his heirs, to and for the several uses, intents, and purposes, upon the trusts, and subject to the several powers, provisos, conditions, and limitations, mentioned and expressed in and

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by the said indenture, of ten parts, of or concerning the lands to be purchased with the said sum of — as aforesaid, and in paying to L. J. of — aforesaid, esq. and T. W. of the same place, gent. trustees for the rev. D. W. then late bf. — aforesaid, but then of —, clerk, and E. his wife, the sum of —, the consideration-money agreed to be paid to them for the purchase of a close or parcel of land, in —, or otherwise — aforesaid, called —, in —, or the —, and which last-mentioned close or parcel of land, was, by indenture of lease and release, bearing date respectively the — and — days of —, in the year of our Lord —, the said indenture of release being of four parts, and made between the said L. J. and T. W. of the first part, the said D. W. and E. his wife, of the second part, the said B. P. the younger, and the said E. his wife, party hereto, of the third part, and the said B. W. of the fourth part, conveyed by the said L. J. and T. W. and the said D. W. and E. his wife, (by and with the direction and appointment of the said B. P. party thereto, and the said B. E. party hereto, then his wife,) to the said B. W. and his heirs, to and for the several uses, intents, and purposes, upon the trusts, and subject to the several powers, provisos, conditions, and limitations, mentioned and expressed in and by the said indenture of ten parts, of or concerning the lands thereby agreed to be purchased with the said sum of — as aforesaid, in payment, and discharging the costs, charges, and expences of or relating to the sales of the said £ — bank annuities, and the purchasing of the said closes, called — and —, in —, and conveying the same to the said B. W. and his heirs as aforesaid: AND whereas the said £ — bank annuities, purchased with the said sum of —, was, by such sales as aforesaid, reduced to — bank

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annuities : AND whereas by a deed-poll, in writing, bearing date the — day of —, in the year of our Lord —, under the hands and seals of the said *B. P.* the younger, and the said *B. E.* party hereto, (then his wife, therein styled *B. P.* of —, in the county of —, esq. and *E.* his wife, which said *B. P.* was the son and the heir of *B. P.* then late of — aforesaid, esq. and *M. F.* his wife, both then deceased,) and duly executed by the said *B. P.* the son, and the said *B. E.* party hereto, (then his wife,) in the presence of two or more credible witnesses, reciting so much of the said indenture, of ten parts, as related to the said sum of —, therein mentioned, and thereby agreed and directed to be laid out, and invested in the purchase of messuages, lands, tenements, and hereditaments, to be settled as aforesaid, and reciting, that some part of the said sum of — had been laid out in the purchase of certain messuages, tenements, and hereditaments, and that the residue thereof had been placed out, upon government securities or parliamentary funds, pursuant to the trust, mentioned and declared in and by the said indenture, of ten parts, concerning the said sum of —, and also reciting, that the said *B. P.* the son, and the said *E.* then his wife, had — children then living; to wit, the said *L. B.* party hereto, their eldest son, then of the age of — years, *L. B.* their youngest son, then of the age of — years, and *E. B. F. B.* and *J. B.* their three daughters, the same *E.* being then of — years of age, the said *F.* being then of the age of — years, and the said *J.* being then of the age of — years, they the said *P. B.* and *E. B.* party hereto, then his wife, by virtue and in pursuance of the power to them reserved or given, in and by the said indenture, of ten parts, and of all and every other power and powers them enabling, did direct,

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limit, and appoint, that all and every the messuages, lands, tenements, and hereditaments, then purchased, or thereafter to be purchased with the said sum of —, in the said indenture of ten parts mentioned, and thereby directed to be laid out by the said *W. R.* and *O. R.* or the survivor of them, his executors, administrators, or assigns, in the purchase of messuages, tenements, and hereditaments, to be settled and conveyed to and for the several uses, intents, and purposes, upon the trusts, and subject to the several powers, provisos, conditions, and limitations, in the said indenture, of ten parts, expressed or declared concerning the same, or any part thereof, should, from and after the several deceases of the said *P. B.* the son, and the said *E. B.* party hereto, then his wife, and of the survivor of them, be and remain to the use of the said *L. B.* *F. B.* and *J. B.* the three daughters of the said *P. B.* the son, and the said *E. B.* party hereto, then his wife, their heirs and assigns, for ever, as tenants in common, and not as joint-tenants: PROVIDED always, and upon condition that in case the said *L. B.* should happen to die under the age of — years, then, and in such case, his original share of the said messuages, lands, tenements, and hereditaments, should be and remain to the use of the said *E. B.* *F. B.* and *J. B.* his sisters, their heirs and assigns, for ever, as tenants in common, and not as joint-tenants; and in case the said *L. B.* should survive the said *J. B.* and afterwards die under the age of — years, then, and in such case, that he the said *L. B.*'s share of the said messuages, lands, tenements, and hereditaments, accruing to him by his surviving the said *J. B.* as thereafter mentioned, should be and remain to the use of the said *E. B.* and *F. B.* his sisters, their heirs and assigns, for ever, as tenants in common, and not as joint-tenants;

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and in case the said *J. B.* should happen to die under the age of — years, and unmarried, then, and in such case, her original share of the said messuages, lands, tenements, and hereditaments, should be and remain to the use of the said *E. B.* and *F. B.* her sisters, and the said *L. B.* her brother, his heirs and assigns, for ever, as tenants in common, and not as joint-tenants; and in case the said *J. B.* should survive the said *L. B.* and should afterwards die under the age of — years, and unmarried, then, and in such case, that her share of the said messuages, land, tenements, and hereditaments, accruing to her by her surviving the said *L. B.* as hereinbefore mentioned, should be and remain to the use of the said *E. B.* and *F. B.* her sisters, their heirs and assigns, for ever, as tenants in common, and not as joint-tenants, as by the said deed-poll, in writing, relation being thereunto had, may more fully appear: AND whereas the said *P. B.* the son, departed this life on or about the — day of —, now last past, leaving the said *E. B.* party hereto, his widow, and also the said *L. B.* his eldest son, the said *T. B.* his younger son, and the said *E. B. F. B.* and *J. B.* his daughters: AND whereas the said *W. B.* hath, at the request, and by the direction of the said *E. B.* party hereto, sold the said £—— bank annuities, for the sum of £——, exclusive of commission or brokerage: AND whereas all the interests and dividends of the said £—— bank annuities, to the time of the sale thereof, have been paid to the said *P. B.* the son; in his life-time, or since his decease, to the said *E. B.* party hereto: AND whereas the said *W. R.* hath, (with the consent and approbation of the said *E. B.* party hereto,) testified by her signing, sealing, and delivering this present deed, in writing, in the presence of two credible persons, whose names are intended to be hereupon wrote

Agreement for
a purchase.

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CHASERS.

Indenture wit-
nesseth.

or indorfed, as witnesses attesting the fame, contracted and agreed with the faid *L. B.* for the purchase of the inheritance, in fee-simple in poffeffion, of the meffuage or tenement, lands, and hereditaments, hereinafter more particularly mentioned and described, and intended to be hereby releafed, with their appurtenances, at or for the price or fum of —, for which the faid £ — bank annuities were fold as aforefaid, the faid *L. B.* consenting and agreeing to pay the cofts and charges of conveying the faid meffuage or tenement, lands, and hereditaments, with their appurtenances, unto the faid *W. R.* and his heirs, to, upon, and for the ufes, trusts, intents, and purposes hereinafter mentioned: Now THEREFORE this indenture witneffeth, that, for and in confideration of the fum of —, of lawful money of *Great Britain*, (being the fame fum of — as was raifed by the fale of the faid £ — bank annuities,) to the faid *L. B.* at or immediately before the fealing and delivery of thefe presents, well and truly paid by the faid *W. R.* at the request, and by the direction of the faid *E. B.* party hereto, testified in manner aforefaid, the receipt of which faid fum of —, the faid *J. L.* doth hereby acknowledge, and thereof, and of and from the fame, and every part thereof, doth acquit, releafe, and difcharge the faid *W. R.* his executors and administrators, for ever, by thefe presents, he the faid *L. B.* with the consent and approbation of the faid *E. B.* party hereto, (testified as aforefaid,) hath granted, bargained, and fold, releafed and confirmed, and by thefe presents doth grant, bargain, fell, releafe, and confirm unto the faid *W. R.* (in his actual poffeffion now being, by virtue of a bargain and fale to him thereof made by the faid *L. B.* in confideration of 5s. by indenture, bearing date the day next before the day of the date of thefe presents, for

the term of one year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession,) and his heirs, all that messuage or tenement, <sup>PUR-
CHASERS.</sup> situate, lying, and being in — aforesaid, in the ^{Parcels.} said county of —, now or heretofore called —, heretofore in the possession of *R. W.* deceased, or his assigns, afterwards in the possession of *M. H.* and *E. H.* or their assigns, late in the possession of the said *P. B.* the younger, deceased, his under-tenants or under-tenant, and assignee or assignees, and now in the possession of the said *L. B.* his under-tenant or under-tenants, assignee or assignees, and all houses, out-houses, barns, stables, edifices, buildings, yards, gardens, orchards, fields, closes, and pieces or parcels of land, meadow or pasture, ways, paths, passages, waters, water-courses, hedges, ditches, fences, woods, underwoods, and the grounds and soil thereof, commons, common of pasture, and turbary, rights, liberties, privileges, advantages, and hereditaments whatsoever, to the said messuage or tenement belonging or appertaining, or therewith held, used, occupied, or enjoyed, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the said messuage or tenement, lands, hereditaments, and premises, hereinbefore granted and released, or mentioned or intended so to be, and every of them, and every part and parcel thereof, and all the estate, right, title, interest, use, property, claim, and demand whatsoever, of him the said *L. B.* of, in, or to the same messuages or tenements, lands, hereditaments, and premises, and every or any of them, and every or any part or parcel thereof, and all deeds, evidences, and writings whatsoever, in the custody or power of the said *L. B.* touch-

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CHASERS.**

To hold to use
of mother for
life, then to
children, as
tenants in
common.

Proviso of sur-
vivorship.

ing or concerning the same premises only, or any part thereof, and true copies of all deeds, evidences, and writings whatsoever, in his custody or power, touching or concerning the same premises, or any part thereof, jointly or together, with any other lands or hereditaments, To HAVE AND TO HOLD, all and every the said messuage or tenement, lands, hereditaments, and other the premises hereby granted and released, or mentioned or intended so to be, with their appurtenances, unto the said W. R. and his heirs, to the uses, and subject to the proviso or condition and contingences hereinafter mentioned, (that is to say,) to the use of the said E. B. party hereto, and her assigns, for and during her life, without impeachment of or for any manner of waste, and from and after the decease of the said E. B. party hereto, then to the use of the said L. B. the younger son, and the said E. B. F. B. and J. B. the three daughters of the said P. B. the son, deceased, and the said E. B. party hereto, his late wife, their heirs and assigns, for ever, as tenants in common, and not as joint-tenants: PROVIDED ALWAYS, and upon condition that, in case the said L. B. shall happen to die under the age of — years, then, and in such case, that his share of the said messuage or tenement, lands, hereditaments, and premises, hereby granted and released, or mentioned or intended so to be, shall be and remain to the use of the said E. B. F. B. and J. B. his sisters, their heirs and assigns, for ever, as tenants in common, and not as joint-tenants; and in case the said L. B. shall survive the said J. B. and afterwards die under the age of — years, then, and in such case, that the said L. B.'s share of the said messuage or tenement, lands, hereditaments, and premises, accruing to him by his surviving the said J. B. as hereinafter men-

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tioned, shall be and remain to the use of the said *E. B.* and *F. B.* his sisters, their heirs and assigns, for ever, as tenants in common, and not as joint-tenants; and in case the said *J. B.* shall happen to die under the age of — years, and unmarried, then, and in such case, that her original share of the said messuage or tenement, lands, hereditaments, and premises, hereby granted and released, or mentioned or intended so to be, shall be and remain to the use of the said *E. B.* and *F. B.* his sisters, and the said *L. B.* her brother, their heirs and assigns, as tenants in common, and not as joint-tenants; and in case the said *J. B.* shall survive the said *L. B.* and shall afterwards die under the age of — years, and unmarried, then, and in such case, that her share of the said messuage or tenements, lands, hereditaments, and premises, accruing to her by her surviving the said *L. B.* hereinbefore mentioned, shall be and remain to the use of the said *E. B.* and *F. R.* her sisters, their heirs and assigns, for ever, as tenants in common, and not as joint-tenants; and the said *L. B.* doth, for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said *W. B.* and his heirs, by these presents, in manner following, (that is to say,) that he the said *L. B.* is, at the time of the sealing and delivery of these presents, lawfully and rightfully seised of, and entitled to, a good, sure, absolute, and indefeasible estate of inheritance, in fee-simple, of and in all the said messuage or tenements, lands, hereditaments, and premises, hereby granted and released, or mentioned or intended so to be, without any manner of condition, trust, power of revocation, or limitation of use or uses, or any other restraint, matter, cause, or thing whatsoever, to alter, change, charge, incumber, release, determine, defeat, or make void

Covenant that
vendor is
seised in fee.

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CHASERS.

Good right to
convey.

For quiet en-
joyment.

Free from in-
cumbrance.

Further al-
lurance.

the same estate; and that he the said *L. B.* now hath, in himself, good right, full power, and lawful and absolute authority to grant, bargain, sell, re- lease, and convey, all the said messuages or tene- ments, lands, hereditaments, and premises, hereby granted and released, or mentioned or intended so to be, with their appurtenances, unto the said *W. R.* and his heirs, in manner aforesaid, and according to the true intent and meaning of these presents, and that all the said messuages or tenements, lands, hereditaments, and premises, with their appur- tenances, shall, or lawfully may, from time to time, and at all times for ever hereafter, remain, continue, and be, to the uses, and subject to the proviso, or condition and contingences herein- before limited, declared, and expressed, of or con- cerning the same, and be accordingly peaceably and quietly held and enjoyed, without any lawful let, suit, trouble, interruption, or disturbance, of, from, or by him the said *L. B.* or his heirs, or any other person or persons whomsoever, lawfully claiming, or to claim any estate, right, title, or interest, of, in, or to the said messuage or tenement, lands, hereditaments, and premises, or any of them, or any part thereof, and that free and clear, freely and clearly, and absolutely acquitted, exonerated, and discharged, or otherwise, by the said *L. B.* his executors, administrators, or assigns, saved, defended, kept harmless, and indemnified, of, from, and against all former and other gifts, grants, bargains, sales, mortgages, jointures, dowers, uses, wills, entails, rents, arrears of rent, statutes, recognizances, judgments, extents, exe- cutions, rights, charges, and incumbrances what- soever: AND MOREOVER that he the said *L. B.* and his heirs, and all and every other person and persons whomsoever, having or lawfully claiming any estate, right, title, or interest, of, in, to, or out

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CHASERS.

of the said messuage or tenements, lands, hereditaments, and premises, hereby granted or mentioned, or intended so to be, or any of them, or any part thereof, shall and will, at any time or times hereafter, upon the request of the said *W. R.* or his heirs, but at the costs and charges of him the said *L. B.* his heirs, executors, or administrators, make, do, and execute, or cause and procure to be made, done, and executed, all such further and other acts, deeds, matters, things, conveyances, and assurances, in the law whatsoever, for the further, better, more perfect, and absolute conveying and assuring all the said messuage or tenements, lands, hereditaments, and premises, with their appurtenances, unto the said *W. R.* and his heirs, to the uses, and subject to the proviso, or condition and contingences, hereinbefore limited, declared, and expressed, of and concerning the same, or such of them as shall be then subsisting, or capable of taking effect, as by the said *W. R.* or his heirs, or his or their council learned in the law shall be reasonably devised, or advised and required, so as such further conveyances or assurances do not contain any further or other covenant or warranty than against the person or persons who shall make or execute the same; and so as the person to execute the same be not compelled or compellable to travel or go from the usual place of his or her abode for the doing thereof.

IN WITNESS, &c.

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CHASERS.

Release and Assignment of Term from Vender and Executors of Mortgagor, with Covenants from Vender to levy a Fine, and to procure Persons in whom a term of — Years, created by a Marriage Settlement is vested, to assign the same within Six Months.

Parties.

THIS INDENTURE of four parts, made the &c. between *W. I.* of —, esq. eldest son and heir of the rev. *W. H.* late of —, in the county of —, clerk, by *F.* his late wife, (before her marriage with him, called *B. T.*) and both now deceased, and which said *W. H.* was third son of *W. I.* late of — afore said, esq. deceased, by *B.* his first wife, also deceased, of the first part; *S. R.* of —, *W. C.* of —, *H. I.* of —, and *D. T.* of —, executors named in the last will and testament of *D. T.* late of —, deceased, of the second part; and *B. I.* of —, in the county of —, of the third part; and *C. I.* of —, in the said county of —, gent. of the fourth part.

Recital of demise for — years on mortgage.

WHEREAS by indenture of demise, bearing date the — day of —, in the year of our Lord —, and made or expressed to be made between the said *W. I.* party hereto, of the one part; and the said *D. T.* deceased, of the other part; the said *W. I.* in consideration of the sum of — to him paid by the said *D. T.* did grant, bargain, sell and demise, unto the said *D. T.* his executors, administrators and assigns, all &c. all which said messuage, lands, closes, parcels of ground and premises, are situate, lying and being within the town, township, fields of —, and of — afore said, and were formerly in the occupation of —, and were then in the occupation of the said —, as tenant thereof; and also all and all manner of tithes, both great and small, and all compositions and payments whatsoever, of him the said *W. I.* party hereto, in lieu thereof, coming,

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growing, renewing, happening or increasing, in or upon, or out of the said hereditaments and premises hereby granted and demised, or any part or parcel thereof, with the appurtenances to the said premises belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, to hold the same premises unto the said *D. T.* deceased, his executors, administrators and assigns, from the day of the date of the said indenture of demise, for and during the term of — years thenceforth next ensuing, subject to a proviso or agreement therein contained, for redemption of the same premises, on payment of the said *I. W.* party hereto, his executors or administrators, to the said *D. T.* deceased, his executors, administrators or assigns, the sum of —, and interest, at a time therein mentioned, and now past, which monies were not paid accordingly. AND whereas the said *D. T.* deceased, made and duly executed his last will and testament, in writing, bearing date on or about the — day of —, in the year of our Lord —, and thereby, after giving the several specific and pecuniary legacies therein expressed, to the several persons therein mentioned, gave and bequeathed all the rest, residue and remainder of his goods and chattels, ready money, sum and sums of monies, due and owing to him, upon any security, securities, or otherwise, and all other his personal estate whatsoever, not thereinbefore otherwise disposed of, unto the said *S. R. W. C. H. I.* and *D. T.* party hereto, their executors, administrators and assigns, thereout to pay his debts and funeral expences, and the several legacies and annuities thereby given to the several persons herein mentioned, and subject to the payment thereof, the said trustees thereby declared that the said residue of his personal estate should be in trust for his said

Recital that
mortgage mo-
ney not paid.
Recital of will
and testament.

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CHASERS.

Recital of de-
visor's death,
without re-
voking his said
will, and that
executor acted.

Recital of
money due to
executor.

Indenture wit-
nesseth.

son *D. B.* his executors, administrators, and assigns, and the said *D. T.* deceased, constituted and appointed the said *S. R. W. C. H. T.* and *D. T.* party hereto, executors of his said will, and afterwards departed this life without revoking or varying the same, and on his decease the said *S. R. W. C. H. T.* and *D. T.* party hereto, accepted the said executorship, and afterwards duly proved the said will in the prerogative court of Canterbury and York. AND WHEREAS the said principal sum of — pounds is now due and owing to the said *B. R. W. C. H. T.* and *D. T.* party hereto, as executors as aforesaid, upon or by virtue of the said recited security, made to the said *D. T.* deceased, as hereinbefore mentioned, and there is due for the interest thereof the sum of —, making together the sum of — pounds. AND WHEREAS the said *B. I.* hath lately contracted and agreed with the said *W. I.* party hereto, for the complete purchase of the inheritance in fee simple, in possession of and in the said messuage, closes, or parcels of ground, land, tenements, tithes, hereditaments and premises hereinbefore described, and hereinafter mentioned, and intended to be hereby released, at or for the price or sum of — pounds, out of which it is agreed that the said sum of £—, due and owing to the said *S. R. W. C. H. T.* and *D. T.* party hereto, for principal monies and interest as aforesaid, shall be satisfied and paid. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreements, and in consideration of the sum of — pounds, lawful money of *Great Britain*, (part of the said purchase monies) to the said *S. R. W. C. H. T.* and *D. T.* party hereto, in hand, well and truly paid, by the said *B. I.* upon or before the sealing and delivery of these presents, at the request and by the direction of the said *W. I.* party hereto, and *D. T.* signified by their executing

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these presents, in full satisfaction and discharge of all principal money and interest due and owing to the said *S. R. W. C. H. T.* and *D. T.* party hereto, as executors as aforesaid, upon or by virtue of the said recited security made to the said *D. T.* deceased, as hereinbefore mentioned, the receipt of which said sum of — accordingly they the said *S. R. W. C. H. T.* and *D. T.* party hereto, do hereby acknowledge, and of and from the same, and every part thereof, doth acquit, release and discharge, as well the said *W. I.* as the said *B. I.* by these presents, and in consideration of the sum of —, of like lawful money, (the residue of the said purchase-mones) to the said *W. I.* party hereto, in the like manner paid by the said *B. I.* the receipt of which said sum of — accordingly he the same *W. I.* doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, release and discharge the said *B. I.* by these presents, he the said *W. I.* party hereto, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm, unto the said *B. I.* his heirs and assigns, all &c. all which said messuage, closes, or parcels of ground, lands, tenements, hereditaments and premises hereinbefore mentioned, and intended to be hereby released, are situate, lying and being within the several towns, townships, fields, precincts, or territories of — aforesaid, and were formerly in the occupation of *C. G.* and now in the occupation of *R. C.* as tenant or farmer thereof, to or under the said *W. I.* party hereto; and also all and all manner of tithes both great and small, and all compositions and payments whatsoever of him the said *W. I.* party hereto, in him thereof, coming, growing, arising, remaining, happening, or increasing, within, upon, or out of the said closes or parcels of grounds, lands, tenements, hereditaments and premises mentioned, and in-

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tending to be hereby released, every or any part of parcel thereof, together with all and singular houses, outhouses, edifices, buildings, barns, byars, stables, orchards, yards, garths, gardens, ways, waters, water courses, paths, passages, commons, common of pasture, rights, hereditaments and appurtenances whatsoever, to the said messuages, closes or parcels of ground, tithes, hereditaments and premises hereinbefore mentioned and intended to be hereby released, or any part thereof, belonging or any wise appertaining, or to or with the same, or any part thereof, now or at any time heretofore held, used, occupied, possessed or enjoyed, or accepted, reputed, demised, taken or known, as part, parcel, or member thereof, or as belonging thereunto; and the reversion and reversions, remainder and remainders, rents, issues and profits of the said messuage, closes or parcels of ground, tithes, hereditaments and premises hereinbefore mentioned, and intended to be hereby released, which said messuage, close or parcels of ground, tithes, hereditaments and premises hereinbefore mentioned, and intended to be hereby released, are now in the actual possession of the said *B. I.* by virtue of a bargain and sale to him thereof, made by the said *W. I.* party hereto, for the term of — years, in consideration of — to him paid by the said *B. I.* in and by one indenture, bearing date the day next before the day of the date of these presents, (and by force of the statute made for transferring uses into possession) and all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever, as well legal as equitable, of him the said *W. I.* party hereto, of, in, to or out of the same messuages, closes, or parcels of ground, tithes, hereditaments and premises, every or any part thereof, To HAVE and TO HOLD the said messuage, closes, or parcels of ground, tithes, hereditaments

Habendum
to purchaser
in fee.

PUR-
CHASERS.

Covenant to
levy a fine.

And that all
fines already
levied, or to
be levied,
shall enure to
the use of the
purchaser.

and premises hereinbefore mentioned, and intended to be hereby released, with the appurtenances, unto the said *B. I.* his heirs and assigns, to the use of the said *B. I.* his heirs and assigns for ever, and for the further, better, and more effectual conveying, assuring, and confirming of the said messuages, closes, or parcels of ground, tithes, hereditaments and premises hereinbefore mentioned, and intended to be hereby released, with the appurtenances, unto and to the use of the said *B. I.* his heirs and assigns, it is agreed and declared by and between the said parties to these presents, and particularly the said *W. I.* party hereto, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said *B. I.* his heirs and assigns, by these presents, that he the said *W. I.* shall and will, as of Trinity term next, or before the end of Michaelmas term now next ensuing, or of some other subsequent term, at the expence of the said *W. I.* party hereto, acknowledge, and levy in due form of law, before his majesty's justices of the court of common pleas at *Westminster*, unto the said *B. I.* and his heirs, one fine *sur connuissance de droit come ceo*, &c. whereupon proclamations shall or may be had and made, according to the form of the statute in that case made and provided, and the usual course for the levying of fines in the like cases used and accustomed of the said messuages, closes, or parcels of ground, tithes, hereditaments and premises hereinbefore mentioned and intended to be hereby released, with the appurtenances, by such names and descriptions to ascertain the same as shall be thought requisite in that behalf; and it is hereby declared and agreed by and between the said parties, that as well these presents and the said fine so agreed to be levied as aforesaid, as all and every other fine or fines, conveyances and assurances in be law whatsoever, already had, made, sealed,

PUR-
CHASERS:

Covenant that
vendor has a
good title, and
is lawfully
seised of an
estate in fee
simple in pos-
session.

acknowledged, levied, suffered, or executed, or at any time hereafter to be had, made, sealed, acknowledged, levied, suffered, or executed, of the said messuages, closes, or parcels of ground, tithes, hereditaments, and premises hereinbefore mentioned, and intended to be hereby released, with the appurtenances, or any part or parcels thereof, by or between the said parties to these presents, or any of them, or whereunto they, or any of them, was, were, is, are, or shall or may be parties or party, shall be and enure, and is and are hereby declared and agreed to be, and enure to the use of the said *B. I.* his heirs and assigns for ever, and to or for no other use, intent, or purpose whatsoever; and the said *W. I.* party hereto, for himself, his heirs, executors, and administrators, doth covenant, promise and agree to and with the said *B. I.* his heirs and assigns, by these presents, in manner following; that is to say, that for and notwithstanding any act, matter, or thing whatsoever, by the said *W. F.* party hereto, *W. H.* and *W. I.* deceased, or any of them, or any other of the ancestors of the said *W. I.* party hereto, or by any person or persons lawfully claiming, or to claim, by, from, or under, or in trust for him, them, or any of them, made, done, or committed, or wittingly or willingly suffered to the contrary, he the said *W. I.* party hereto, now is lawfully, rightfully, and absolutely seised of and in the said messuages, closes, or parcels of ground, tithes, hereditaments and premises hereinbefore mentioned and intended to be hereby released, with the appurtenances, of and in a good sure, perfect, absolute, and indefeasible estate of inheritance, in fee simple; in possession, without any consideration, use, trust, power of revocation, limitation, or other matter, cause, restraint, or thing whatsoever, which may better, alter, change, charge, revoke, make void, lessen, incumber, or determine the

same; and also, that for or notwithstanding any such act, matter, or thing, as aforesaid, he the said *W. I.* party hereto, now hath in himself good right, full power, and lawful and absolute authority to convey and assure the said messuages, closes, or parcels of ground, tithes, hereditaments, and premises hereinbefore mentioned, and intended to be hereby released, with the appurtenances, unto and to the use of the said *B. I.* his heirs and assigns for ever,, in manner and form aforesaid, according to the true intent and meaning of these presents. AND further, that it shall and may be lawful to and for the said *B. I.* his heirs and assigns, from time to time, and at all times hereafter, peaceably and quietly to enter into, have, hold, use, occupy, possess, and enjoy the said messuages, closes, or parcels of ground, tithes, hereditaments, and premises hereinbefore mentioned, and intended to be hereby released, with their appurtenances, and to receive and take the rents, issues, and profits thereof, to and for his and their use and benefit, without the lawful suit, disturbance, and interruption, claim, or demand whatsoever, of, from, or by the said *W. I.* party hereto, or his heirs, or any person or persons lawfully claiming, or to claim, by, from, or under, or in trust for him or them, or by, from, or under the said *W. H.* and *W. I.* deceased, or either of them, or any other of the ancestors of the said *W. I.* party hereto, and free and clear, or freely and clearly acquitted, exonerated, and discharged, or otherwise by the said *W. I.* party hereto, his heirs, executors, or administrators, from time to time, and at all times hereafter, well and sufficiently saved, defended, kept harmless, and indemnified, of, from, and against all former and other gifts, grants, bargains, sales, leases, mortgages, estates, jointures, dowers, uses, trusts, wills, entails, statutes, recognizances, judg-

PUR-
CHASERS.

and hath good
right to convey,
&c.

and for quiet
enjoyment.

Free from in-
cumbrances.

PUR-
CHASERS.

Covenant for
further assur-
ance within 30
years.

ments, extents, executions, title, or charges whatsoever, had, made, done, committed, or suffered, by the said *W. I.* party hereto, *W. H.* and *W. I.* deceased, or any of them, or by any other of the ancestors of the said *W. I.* party hereto, or by any person or persons lawfully claiming, or to claim, by, from, or under, or in trust for him, them, or any of them. AND moreover, that he the said *W. I.* party hereto, and his heirs, and all and every person and persons having, or lawfully claiming, or who shall or may have, or lawfully claim, any estate, right, title, trust, or interest, either at law or in equity, of, in, to, or out of the said messuage, closes, or parcels of ground, tithes, hereditaments, and premises hereinbefore mentioned, and intended to be hereby released, or any part thereof, by, from, or under, or in trust for him or them, or by, from, or under the said *W. H.* and *W. I.* deceased, or either of them, or any other of the ancestors of the said *W. I.* party hereto, shall or will from time to time, and at all times within the space of — years now next ensuing, upon every reasonable request, and at the expence of the said *W. I.* his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause or procure to be made, done, acknowledged, levied, suffered, and executed, all such further and other lawful and reasonable acts, deeds, conveyances, and assurances in the law whatsoever, for the further, better, and more perfect and absolute granting, conveying, assuring and confirming of the said messuages, closes, or parcels of ground, tithes, hereditaments and premises hereinbefore mentioned, and intended to be hereby released, with the appurtenances, unto and to the use of the said *B. I.* his heirs and assigns, as by the said *B. I.* his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised or devised, and required, so as

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CHASERS.

no such further assurances contain any further or other warranty or covenant than against the person or persons who shall be requested to make the same his, her, or their heirs, executors or administrators, and so as the party or parties who shall be requested to make such further assurances be not compelled or compellable, for the making or perfecting thereof, to go or travel from his, her, or their respective dwellings or places of abode. AND THIS INDENTURE FURTHER WITNESSETH, that in consideration of the said sum of — paid by the said *B. I.* to the said *C. R. W. C. H. T.* and *D. T.* party hereto, as hereinbefore mentioned, and in consideration of 10s. of lawful money of *Great Britain* to them in hand paid by the said *C. T.* upon or before the sealing or delivery of these presents, the receipt whereof is hereby acknowledged, they the said *C. R. W. C. H. T.* and *D. T.* party hereto, at the request and by the direction of the said *W. I.* party hereto, and *D. B.* and at the nomination and appointment of the said *B. I.* signified by their being parties to and executing these presents, have, and each and every of them hath, bargained, sold, assigned, transferred, and set over, and by these presents do, and each and every of them doth, bargain, sell, assign, transfer and set over, unto the said *C. T.* his executors, administrators, and assigns, the said messuages, closes, or parcels of ground, lands, tenements, tithes, hereditaments, and premises, which in and by the said indenture of the — day of — —, were granted, bargained, sold, and assigned unto the said *D. T.* deceased, his executors, administrators and assigns, for the said term of — years, as hereinbefore mentioned, with the appurtenances, and all the estate, right, title, interest, term and terms, of years yet to come and unexpired, trust, property, claim and demand whatsoever, of them the

Assignment of
mortgage term.

**PUR-
CHASERS.**

**Habendum,
to a trustee for
use of purchaser.**

**Covenant that
trustees have
done no act to
incumber.**

said *C. R. W. C. H. T.* and *D. T.* party hereto; each and every of them, of, in, to, or out of the said premises mentioned, and intended to be hereby assigned, every or any part thereof: To HAVE AND TO HOLD the said premises hereinbefore mentioned, and intended to be hereby assigned, with the appurtenances, unto the said *C. T.* his executors, administrators and assigns, henceforth for and during all the residue and remainder of the said term of — years, thereof granted as aforesaid, by efflux of time yet to come and unexpired, and for and during all other the estate, term, and interest of the said *C. R. W. C. H. T.* and *D. T.* party hereto, every or any of them, of, in, or to the said premises; in trust, nevertheless, for the said *B. I.* his heirs and assigns, to be disposed of as he, or they, shall direct or appoint; and in the mean time to attend the reversion and inheritance of the same premises, in order to protect the same from all mesne charges and incumbrances (if any such there be), and the said *C. R. W. C. H. T.* and *D. T.* party hereto, separately and apart, each for himself, his heirs, executors and administrators, and not jointly, nor the one for the others, or other of them, but each of them for his own acts only, do covenant and declare to and with the said *T. C.* his executors, administrators and assigns, by these presents, that they the said *C. R. W. C. H. T.* and *D. T.* have not done or committed, nor wittingly or willingly suffered, any act, matter or thing whatsoever, whereby or wherewith, or by reason or means whereof, the said premises hereinbefore mentioned, and intended to be hereby assigned for the said term of — years therein, or any part thereof respectively, are, is, can, shall, or may be surrendered, forfeited, avoided, impeached, incumbered or affected, in title, estate, or otherwise howsoever. AND whereas by indentures of

lease and release, bearing date respectively the — days of —, in the year of our Lord —, the release being tripartite, and made or expressed to be made between the said *W. I.* deceased, of the first part; *P. R.* then of —, in the said county of —, esq. *S. L.* then of —, in the same county, esq. and *S. R.* then of —, in the same county, esq. (all since dead,) of the second part; and *S. C.* of —, afore said, widow, of the third part; in consideration of a marriage then intended, and which soon afterwards took effect, and was solemnized between the said *W. I.* and *S. C.* and for the other considerations therein mentioned, the said messuages, closes, or parcels of ground, lands, tenements, tithes, hereditaments and premises hereinbefore mentioned, and intended to be hereby released, with the appurtenances, were (together with divers other messuages, lands, tenements, tithes and hereditaments, in the same indenture particularly mentioned and described) conveyed, settled, limited and assigned to the several uses therein declared, to take effect from and after the solemnization of the said then intended marriage, and in part hereinafter mentioned (that is to say) to the use of the said *W. I.* since deceased) for his life, remainder to the use of the said *S. L.* and *S. R.* and their heirs, during the life of the said *W. I.* in trust, to support the contingent uses and estates therein after limited, remainder to the use of the said *S. C.* for her life, remainder to the use of the said *P. R.* *S. L.* and *S. R.* their executors, administrators and assigns, for and during the term of — years from thence next ensuing, upon divers trusts therein directed, which either never arose or took effect, or have long since been determined, with divers remainders over. And whereas, in the treaty for the beforementioned purchase, it was agreed that the now residue of the said term of — years, of and

PUR-
CHASERS.Recital of lease
and release
on marriage for
providing a
settlement, &c.Recital of a
term of —
years.

PUR-
CHASERS.

And if the per-
sons in whom
the term is
vested cannot
be ascertained,
co-enant to
procure them
to assign within
six months.

Declarations
that until as-
signment the
term shall be
in trust for the
purchaser.

in so much and such parts of the said premises therein comprised, as are hereinbefore mentioned and intended to be hereby released, should be assigned to a trustee for the said *B. I.* but the said *W. I.* party hereto, not being able at present to discover the persons in whom the residue of the said term is now vested, THIS INDENTURE therefore witnesseth, that in consideration of the premises, the said *W. I.* party hereto, for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said *B. I.* his heirs and assigns, by these presents, that he the said *W. I.* his heirs, executors or administrators, shall and will, at the expence of him the said *B. T.* his heirs or assigns, within — calendar months now next ensuing, procure the now residue of the said term of — years, of and in so much, and such parts of the premises therein comprised, as are hereinbefore mentioned, and intended to be hereby released, to be legally and effectually assigned by the person or persons in whom the now residue of the same term of — years is or may be vested, unto such person or persons as the said *B. I.* his heirs or assigns, shall for that purpose nominate or appoint, in trust for him the said *B. I.* his heirs or assigns, to be disposed of as he or they shall direct or appoint, and in the mean time to attend the reversion and inheritance of the same premises, in order to protect the same from all mesne charges and incumbrances (if any such there be), and the said *W. I.* party hereto, for himself, his heirs, executors and administrators, doth hereby declare and agree, that in the mean time, and until such assignment as last hereinbefore mentioned shall be made, the person or persons in whom the now residue of the said term of — years is or may be vested, shall henceforth, for, and during the now residue of the same term, stand and be possessed and interested of and in so much and such parts of the said pre-

mises therein prescribed, as are hereinbefore mentioned, and intended to be hereby released, in trust for the said *B. I.* his heirs and assigns, to be disposed of as he or they shall direct or appoint, and to attend the reversion and inheritance of the said premises, in order to protect the same from all mesne charges and incumbrances, if any such there be. And whereas the said messuage, closes, or parcels of ground, tithes, hereditaments and premises hereinbefore mentioned, and intended to be hereby released, together with divers other messuages, lands, tenements, tithes and hereditaments of the said *W. I.* party hereto, situate or being in — aforesaid, do stand charged with the yearly sum, or annual fee farm rent of £ —, payable to —, and with the yearly sum, or annual fee farm rent of £ —, payable to the lord bishop of —, and —, and also with the yearly sum of —, payable to the vicar for the time being, of the vicarage of the church of — aforesaid, as a reserved rent, in lieu and satisfaction of all tithes issuing out of the said premises, and with the yearly sum of —, payable to the — hospital, at —. NOW THIS INDENTURE further witnesseth, and it is hereby agreed and declared, by and between the said parties to these presents, and particularly the said *W. I.* party hereto, doth hereby agree and declare, that no part of the said annual rents, or yearly sums of —, and —, or any of them, shall henceforth be charged and chargeable upon, or payable out of the said messuages, closes, or parcels of ground, tithes, hereditaments and premises hereinbefore mentioned, and intended to be hereby released, or any part thereof, but that the whole of the same annual rent or rents, or yearly sums, shall henceforth for ever stand charged and chargeable only, upon the reversion of the messuages, lands, tenements, tithes and hereditaments, liable to the

PUR-
CHASERS.

Recital that
there are certain
outgoings.

Declaration
that vendor
shall stand
charged with
them.

**PUR-
CHASERS.**

Recital that
there are deeds
which respect
other premises.

Covenant to
produce them.

payment thereof, and shall henceforth for ever be payable and paid by the said *W. I.* party hereto, his heirs and assigns, (owners for the time being of the said residue of the same premises,) to the intent that the said messuage, closes, or parcels of ground, tithes, hereditaments and premises hereinbefore and intended to be hereby released, may be so lately exonerated and discharged, or well and safely indemnified against the payment of the same annual rents or yearly sums, and every part thereof respectively. And whereas the several deeds and writings specified and described in the schedule hereunder written, do relate to and concern, as well the said messuages, closes, or parcels of ground, tithes, hereditaments and premises hereinbefore mentioned, and intended to be hereby released, as divers other messuages, lands, tenements, tithes and hereditaments, of the said *W. I.* party hereto, situate or being in ———aforesaid. Now this indenture further witnesseth, that the said *W. I.* party hereto, for himself, his heirs, executors and administrators, doth covenant, promise, and agree, to and with the said *B. I.* his heirs and assigns, by these presents, that the said *I. M.* his heirs or assigns, (unless prevented by fire, thieves, or some other accident) shall and will, from time to time, and at all times hereafter, at the request and expence of the said *B. I.* his heirs or assigns, produce and show forth, or cause or procure to be produced and shown forth to him the said *B. I.* his heirs and assigns, or to his or their counsel or attorney, or in any court of law, or equity or elocution, as occasion shall require, the several deeds and writings specified and described in the said schedule, for the widening, maintaining and proving the right of the said *B. I.* his heirs and assigns, to the said messuages, closes, or parcels of grounds, tithes, hereditaments and premises hereinbefore mentioned, and intended to be hereby released. In witness, &c.

PUR-
CHASERS.*Conveyance by Assignees of a Bankrupt, to a Purchaser.*

THIS INDENTURE of four parts, made the — day of —, in the — year of the reign of our sovereign Lord George the Third, by the grace of God of *Great Britain, France and Ireland*, king, defender of the faith &c. and in the year of our Lord —, between *C. D.* of —, in the county of —, esq. a trustee in whom the legal estate and interest of and in the manors and hereditaments hereinafter granted and released, is now vested, of the first part; *K. L.* of —, in the city of —, and *N. O.* the younger, of —, in the said city, merchant, assignees of the estate and effects of *M. M.* of the city of —, merchant, a bankrupt, of the second part; the said *M. M.* of the third part; *C. D.* of —, in the county of —, esquire, of the fourth part. WHEREAS, by indenture of bargain and sale, bearing date the — day of —, (enrolled in his Majesty's high court of chancery, and made or expressed to be made between the said *M. M.* by the description of *M. M.* of the city of — merchant, only son and heir of the Rev. *C. M.* late of — in the county of —, clerk, deceased, by *A. M.* his late wife, also deceased, and *M.* the wife of the said *M. M.* of the first part; *C. Y.* gent. of the second part, and the said *C. D.* of the third part; and by virtue of two common recoveries suffered in Trinity term, then following, (in pursuance of the said indenture,) all those the manors or lordships of —, and —, with their rights, members, and appurtenances in the county of —, and all that capital messuage or mansion-house called —, with the appurtenances, situate in —, in the said county of —, with all and singular the closes, inclosures, lands, tenements, and hereditaments thereunto belonging, and therewith then holden,

Recital of Bargain and Sale
enrolled in
Chancery.

PUR-
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used, occupied, or enjoyed, situate, lying and being in —, and in the parish of —, or one of them, in the said county of —, then in the possession or occupation of *L. T.* esq. at and under the yearly rent of £—, and all that messuage, tenement, &c. &c. were for the said covenants therein mentioned, conveyed, settled, limited, and assured, to the uses thereafter mentioned, (that is to say) as to the several messuages, farms, lands, tenements, and hereditaments, situate, lying and being in — and —, and therein mentioned to be then in the several tenures or occupations of *M. T. W. M. C. H. Q. Q. A. R. H. A.* and *H. W.* at and under the several yearly rents of —, —, —, —, —, —, and —, amounting together to the yearly sum of —, with their appurtenances, To the use, intent, and purpose that the said *A. M.* her heirs and assigns, (in case she survived the said *M. M.* her husband,) should, from and immediately after his decease, thereout or out of some part thereof, receive and take, during the term of her natural life, the annual or yearly rent-charge or sum of —, without any abatement out of the same, to be paid quarterly, at the times therein mentioned; the first payment thereof to be made on such of the feast days therein mentioned, as should first happen after the decease of the said *M. M.* with the usual powers and remedies of distress and entry, and perception of the rents and profits of the said hereditaments and premises, for enabling her the said *A. M.* and her assigns, to recover the said annual sum of —, when in arrear, which said annual sum or yearly rent-charge of —, is thereby declared to be in full for the jointure of her the said *A. M.* and in bar of dower, and as to and concerning as well the said lands, hereditaments, and premises last before mentioned, and so charged with the payment of the said yearly rent-charge or sum of —, aforesaid, and subject

thereto; and all and every the manor or lordships, and other the messuages, cottages, farms, lands, tenements, advowsons, tithes, woods, woodlands, rents, hereditaments, and premises thereinbefore granted, bargained, and sold, with their rights, royalties, members, and appurtenances, to the use of the said *C. D.* his heirs and assigns, in trust for the said *M. M.* his heirs and assigns, for ever. AND whereas by indentures of lease and release, bearing date respectively, the — and — days of —, in the year —, the release being tripartite, and made or expressed to be made, between the said *C. D.* of the first part; the said *M. M.* of the second part; and sir *W. R.* of —, in the county of —, knt. of the third part; in consideration of £— therein mentioned to be paid by the said sir *R. M.* to the said *M. M.* or by his order, and for his use; and of 10s. to the said *C. D.* paid by the said sir *C. D.* and *M. M.* did severally grant, release, and convey, unto the said sir *W. R.* his heirs and assigns, all and every the manors or lordships, or reputed manors or lordships, messuages, cottages, farms, lands, tenements, advowsons, tithes, woods, woodlands, rents, and hereditaments which in the said recited indenture tripartite were conveyed and assured, to the uses, and in trust as aforesaid, with their rights, members, and appurtenances, To HOLD the, same unto and to the use of the said sir *W. R.* and his heirs, subject, nevertheless, to a proviso in the said indenture of release contained for redemption of the said premises, on payment, by the said *M. M.* his heirs, executors, and administrators, to the said sir *W. R.* his executors, administrators, or assigns, of the sum of —, and interest for the same, after the rate, at the time, and in the manner therein mentioned. AND whereas by indentures of lease and release, bearing date respectively the — and — days of —, in the year of our Lord

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Of indentures
of lease and
release.

Another inden-
ture of lease
and release.

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—, the release being of five parts, and made, or expressed to be made between *G. I.* of the borough of —, in the county of —, esq. one of the two devisees in trust named in the last will and testament of the said sir *W. R.* deceased, of the first part; sir *W. R.* of — in the county of —, eldest son of the said sir *W. R.* deceased, and also residuary legatee, and one of the two executors named in her said will, of the second part; the said *M. M.* and *A.* his wife, of the third part; the said *C. D.* of the fourth part; and sir *K. D.* bart. of the fifth part; after reciting the said indenture tripartite, herein first recited, and the last recited indentures of lease and release, and that by several deeds, and other instruments therein recited, the said messuages, lands, hereditaments, and premises, so conveyed to the said sir *W. R.* deceased, as aforesaid, were and became charged and chargeable, with the payment to the said sir *W. R.* deceased, of several further sums of money therein mentioned, which with the before mentioned sum of —, amounted to the sum of —, which was not paid to the said sir *W. R.* deceased, in his life time, but the same remained due and owing to him at the time of his decease, and further reciting that the said sir *W. R.* the father, was since dead, having first duly made and published his last will and testament, in writing, bearing date the — day of —, in the year of our Lord —, whereby, after making several devises, and bequeathing several specific legacies to the several persons therein mentioned, he devised and bequeathed all his real estate at —, and elsewhere, in the said county of —, and all the rest and residue of his real estate, whatsoever and wheresoever, and all and every reversion and reversions, remainder and remainders of real estate, or of such estate as might in equity be considered as real estate, not thereinbefore devised

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and bequeathed to *C. H.* of —, in the county of —, and the said *G. I.* and their heirs, subject as therein mentioned, in trust for his son *W. R.* then sir *W. R.* for his life, without impeachment of waste, with remainder in trust for his first and other sons, in tail male, with divers other trusts or remainders over; and the said testator gave, devised, and bequeathed, all the rest and residue of his personal estate, as well what should be vested in him at the time of his death, as what should be assigned and come to his heirs, executors, administrators; or assigns, (subject, nevertheless, to his debts and legacies,) to the said sir *W. R.* his son, his executors and administrators, and did thereby constitute and appoint his wife *E. R.* and the said sir *W. R.* his son, and the survivor of them, joint executor, or sole executor and executrix, (as the case should happen,) of his said will, who have both since duly proved the same in the prerogative court of the archbishop of —, and taken upon themselves the execution thereof; by virtue of which said will, the legal estate and interest of and in the said mortgaged premises, did pass unto, and become vested in the said *C. H.* and *G. I.* and their heirs, and the said sir *W. R.* did thereby become intitled to the several sums of money therein mentioned to be secured by the said recited indenture of mortgage, and the several further securities made as aforesaid, amounting to £—; and further, that by one other deed poll or instrument also indorsed on the indenture of release or mortgage hereinbefore recited, and dated the — day of —, after taking notice of the will and death of the said sir *W. R.* the father, whereby the said sir *W. R.* had become intitled to the said several sums before mentioned, amounting to £—, and the interest thereof, and that the said sir *W. R.* the son, had, at the request of the said *M. M.* agreed to advance to him the further sum

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of —, it is witnessed, that in consideration of the further sum of —, to the said *M. M.* paid by the said sir *W. R.* the son, and for securing the repayment thereof unto him, his executors, administrators, or assigns, with interest for the same, as therein is mentioned, he the said *M. M.* did charge the said several manors or lordships, messuages, farms, lands, tenements, advowson, woods, rents, hereditaments, and premises, with the appurtenances, with the payment unto the said sir *W. R.* the son, his executors, administrators, or assigns, of the said sum of —, with interest for the same, at the times, and in manner therein mentioned; and further reciting, that by indentures of lease and release, bearing date respectively the — and — days of —, the release being of four parts, and made, or mentioned to be made between the said *C. H.* of the first part; the said sir *W. R.* the son, of the second part; the said *M. M.* of the third part; and the said *G. I.* of the fourth part; after taking notice of the indenture of mortgage, the several deeds poll, or subsequent charges therein indorsed, and the will of the said sir *W. R.* the father, hereinbefore severally recited, and the said five principal sums therein mentioned, making together £—, did then remain due and owing unto the said sir *W. R.* the son, as on the said recited securities; and that the said *M. M.* had contracted and agreed with divers persons for the absolute sale of a considerable part of the said mortgagee's premises, to the amount of £—, or thereabouts, which said sum was intended to be paid unto the said sir *W. R.* the son, who had agreed to accept the same in part of the said mortgage debts of £—, so due and owing unto him as aforesaid, and to join with the said *M. M.* in conveying the premises so contracted for, unto the respective purchasers thereof, and their heirs, and that the said *C. H.*

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intending to go and reside abroad for some time, had, at the request of the said *M. M.* and with the privity and consent of the said *W. R.* the son, in order to enable the said *M. M.* to complete his contracts and engagements with the several persons contracting as aforesaid, agreed to release and convey all such estate, right, and interest, into or out of the said mortgaged premises only, as did pass unto, and become vested in him, with the said *G. I.* under or by virtue of the said recited will, unto and to the use of the said *G. I.* and his heirs, to the intent that the legal estate and interest of and in the same premises, might become wholly vested in the said *G. I.* and his heirs, to be disposed of in such manner as the said *W. R.* the son, and the said *M. M.* should at any time or times hereafter, direct or appoint; it is therefore witnessed, that in consideration of 10s. to the said *C. H.* paid by the said *G. I.* he the said *C. H.* at the request of the said *M. M.* and with the privity and consent of the said *W. R.* testified as therein mentioned, did grant, bargain, sell, release, and confirm, unto the said *G. I.* and his heirs, all those the therein and hereinbefore mentioned and described manors or lordships, messuages, farms, lands, tenements, tithes, rents, hereditaments, and all and singular other the premises which in and by the indentures of lease and release therein and hereinbefore recited, were granted, conveyed, and assured, unto and to the use of the said *W. R.* and his heirs, and were afterwards devised unto, and did become vested in the said *C. H.* and *G. I.* in manner aforesaid, with their and every of their rights, royalties, members, and appurtenances, To hold the same, with the appurtenances, unto and to the use of the said *G. I.* his heirs and assigns, for ever; and further reciting that part of the messuages, farms, lands, and hereditaments, situate and being in — and — aforesaid, or one of them being of the yearly value of £—, which

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were charged with the payment of the hereinbefore mentioned annual sum, or yearly rent-charge of £—, unto the said *A. M.* and her assigns, for her life, as aforesaid, and also all and every the messuages, farms, lands, tenements, tithes, and hereditaments, of him the said *M. M.* situate and being within the manor of —, aforesaid, and comprised in the mortgage or security hereinbefore recited, had been sold, disposed, and conveyed, by the said sir *A. P.* the son, and *M. M.* unto several persons and their heirs for several sums of money, amounting together to the sum of —, which had been paid by the respective purchasers by the direction of the said *M. M.* unto the said sir *A. P.* the son, and *M. M.* unto several persons and their heirs, for several sums of money, amounting together to the sum of —, which had been paid by the respective purchasers, by the direction of the said *M. M.* unto the said sir *R. W.* the son, in part, satisfaction, and discharge of the said debt or sum of —, secured and become due to him as aforesaid, so that there then remained due and owing to him the said sir *A. P.* the son, upon or by virtue of the mortgage and further securities thereinbefore recited, only the principal sum of —; all interest which had accrued due for the same having been fully paid and satisfied to him the said sir *A. P.* the son, which he did thereby own and acknowledge: It is by the said indenture of the — day of — now in the recital witnessed, that in consideration of the sum of — to the said sir *A. P.* the son, party thereto, paid by the said sir *K. D.* at the request and by the direction, and as the proper debt of the said *M. M.* (testified as therein mentioned,) in full of all monies due and owing to him the said sir *A. P.* the son, party thereto, for principal and interest upon, or by virtue of the mortgage and security thereinbefore recited; and in consideration of — shillings paid

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to each of them the said *G. I.* and *M. M.* by the said *C. D.* and for better securing the payment of the said rent-charge of — to the said *M. N.* as if he, the said *G. I.* at the request and by the direction of the said sir *A. P.* and *M. M.* and with the privity and consent of the said sir *K. D.* testified as therein is mentioned, and also the said sir *A. P.* according to their several and respective estates and interests in the premises thereafter mentioned, and out of them did bargain, sell and release; and the said *M. M.* did grant, release, and confirm unto the said *C. D.* and his heirs, all those the manors or lordships of — and — in the said county of — with the rights, members, and appurtenances thereof, and the capital messuage or mansion-house, called — with the lands, grounds, and hereditaments, to the same belonging or therewith used, occupied or enjoyed; and all and every other the messuages, farms, lands, tenements, advowsons, tithes, rents, hereditaments, and premises, which in and by the indenture of bargain and sale enrolled, bearing date the — day of — therein and hereinbefore recited; and the said several common recoveries suffered in pursuance thereof, and the indenture of mortgage thereinbefore recited, were granted, conveyed, and assured, or mentioned, or intended to be granted and conveyed unto and to the use of the said sir *W. R.* the father, and his heirs, or by the ways and means thereinbefore mentioned, were then become vested in the said *G. I.* and sir *W. R.* the son, party thereto, or one of them, their, or one of their heirs, with their and every of their rights, members, and appurtenances, other than and except so much and such part or parts of the messuages, land, and hereditaments, in — and —, or any of them, comprised in the said indenture of bargain and sale as had been at different times sold and conveyed by the said sir *W. R.* the father, *G. I.* sir *W. R.* the son, party thereto,

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M. M. and *A.* his wife, or any or either of them, unto and for *G. I.* of —, in the parish of —, and county of —, gent. *L. H.* of —, in the parish of —, in the county of —, farmer, *M. I.* of —, in the parish of —, in the county of —, gent. *S. E.* of —, and in the same county, *C. D.* of — aforesaid, gent. *R. G.* of —, in the said county of —, gent. and *P. I.* esq. and *R. T.* his, her, and their heirs, To hold the same manors or lordships, lands, hereditaments, and premises, thereinbefore granted and released, with their appurtenances, except as thereinbefore is excepted, unto the said *C. D.* his heirs and assigns, to the several uses therein and hereinafter mentioned and declared, (that is to say,) as, to, for, and concerning the messuage, tenement, or farm, with the lands and hereditaments thereto belonging, situate in — and —, or one of them, then in the tenure of *L. W.* his under-tenants or assigns, at the yearly rent of £ —, with the appurtenances, To the use and intent that the said *B. M.* and her assigns, (in case she should survive the said *M. M.* her husband,) should, from and immediately after his decease, throughout, or out of some part of the said premises, have, receive, and take for her life, so much, and such part of the annual sum of —, which by the said indenture of bargain and sale therein and herein first before recited, was granted, secured, and made payable to her the said *A. M.* and her assigns, for her life, as aforesaid, as the lands and hereditaments charged therewith, in and by the same indenture of bargain and sale, should fall short, be deficient to answer, and pay, and satisfy her for deduction, and to be payable on the same feast-days, or days of payment, and with such and the same powers of entry, and distress, and perception of the rents, and profits of the said hereditaments and premises,

for the better recovering and receiving the said annual sum of —, when in arrear, or any part thereof, as in and by the said indenture of bargain and sale were given and granted, and as to and concerning as well the said messuage or tenement, farms, lands, hereditaments, and premises, in — and —, or one of them, so charged with the payment of the said yearly rent-charge, or sum of —, as aforesaid, as all and every the manors or lordships, and other the messuages, cottages, farms, lands, tenements, advowsons, tithes, woods, woodlands, rents, hereditaments, and premises, thereinbefore granted and released, or mentioned, or intended so to be, with their rights, members, and appurtenances, to the use of the said *K. D.* his executors, administrators, and assigns, for the term of — years from thenceforth, next ensuing, without impeachment of waste, subject to the proviso or agreement thereafter contained for redemption of the said premises, on payment by the said *M. M.* his heirs, executors, administrators, or assigns, of the sum of —, with interest for the same, after the rate, at the time, and in the manner in the said proviso mentioned for payment thereof, and from and immediately after the end, expiration, or other sooner determination of the said term of — years, and subject thereto, to the use of the said *C. D.* his heirs and assigns, in trust for the said *M. M.* his heirs and assigns, for ever. AND Recital of commission of bankruptcy being issued. whereas on or about the — day of —, in the year —, a commission of bankruptcy, under the great seal of *Great Britain*, was issued against the said *M. M.* and *E. E.* his partner in trade, by the description of *M. M.* and *E. E.* of —, —, merchants and partners, and they were thereupon found bankrupts, and the said *K. L.* and *N. O.* were duly chosen assignees of their estate and effects, &c. WHEREAS, by an indenture of bar- Of bargain and

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sale of estate to
assignees.

gain and sale (enrolled in the said court of chancery), bearing date the — day of —, in the said year —, and made, or expressed to be made, between *Q. U. A. N.* and *G. V.* esquires, (the major part of the commissioners named and appointed in the said commission of bankrupt), of the one part, and the said *K. L.* and *N. O.* of the other part, the said *Q. U. A. N.* and *G. V.* (in execution of the said commission, and by force of the statutes therein mentioned), did, order, grant, bargain, and sell, unto the said *K. L.* and *N. O.* their heirs and assigns, all the messuages, lands, tenements, and hereditaments whatsoever, of him the said *M. M.* with the appurtenances, to hold the same unto and to the use of the said *K. L.* and *N. O.* and their heirs, according to the said *M. M.*'s right and interest therein, subject to such mortgage or mortgages, or other charges and incumbrances (if any such there should be), as the same were legally charged with, or liable to, In Trust nevertheless for the benefit and advantage of the said *K. L.* and of all and every other the creditors of the said *M. M.* and *E. E.* who then had come in and sought relief, or should hereafter, in due time, come in and seek relief by virtue of the said commission, or any renewed commission, against the said *M. M.* and *E. E.* and duly prove and ascertain their respective debts under the same, according to the directions and limitations of the said statutes: and as to the overplus, if any should be after payment of all such debts, and the charges of the said commission, in trust for the said *M. M.* his heirs and assigns, according to the said statutes, and the true intent and meaning thereof. AND whereas the said *C. D.* hath contracted and agreed with the said *K. L.* and *N. O.* with the privity and approbation of the said *M. M.* (testified by his being a party to, and sealing of these presents) for the

Recital of contract for purchaser.

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absolute purchase of the manors or lordships, or reputed manors or lordships, messuages, cottages, farms, lands, tenements, advowsons, tithes, rents, and hereditaments hereinafter particularly described, and intended to be hereby granted and released, with their rights, members, and appurtenances, and the fee simple and inheritance thereof in possession, subject to the said yearly rent-charge of £. —, secured for the benefit of the said *A. M.* the wife of the said *M. M.* but free and discharged from all incumbrances (except as is hereinafter mentioned), at or for the price or sum of —, Now THIS INDENTURE WIT-
NESSETH, that for and in consideration of the sum of —, of good and lawful money of *Great Britain*, to the said *K. L.* and *N. O.* in hand paid, or by their order and direction paid by the said *N. O.* at or immediately before the sealing and delivery of these presents, with the privity, approbation and consent of the said *M. M.* testified as aforesaid, and to be by them the said *K. L.* and *N. O.* paid and approved, for the benefit of the said *K. L.* and the several creditors of the said *M. M.* seeking relief under the before mentioned commission, or otherwise, the receipt and payment of which said sum of —, being in full for the absolute purchase of the manors, lands, and hereditaments so as aforesaid, they the said *K. L.* and *N. O.* and also the said *M. M.* do hereby respectively acknowledge, and thereof, and of every part thereof, doth hereby acquit, release, and discharge the said *C. D.* his heirs, executors, and administrators. AND ALSO, in consideration of the sum of 10s. of like lawful money, to the said *M. M.* at or before the sealing and delivery of these presents, paid by the said *C. D.* the receipt whereof is hereby also acknowledged, he the said *C. D.* (at the request and by the direction of the said *M. M.* *K. L.* and

*Indenture witnessed.**Covenant to C. D. the trustee.*

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Transfer.

Premises.

To hold to the
said C. D. his
heirs and af-
signs for ever.

N. O. testified as aforesaid), hath bargained, sold, released, and by these presents doth bargain, sell, and release, unto the said *C. D.* (in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said *M. M.* in consideration of ; s. by indenture, bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession), and his heirs, all and singular the manors or lordships, messuages, farms, lands, tenements, advowsons, tithes, rents, hereditaments and premises, which by the indentures of lease and release of the — and — days of —, —, hereinbefore recited, were conveyed and limited to the use of the said *C. D.* and his heirs, in trust for the said *M. M.* and his heirs, and not sold, disposed of, or conveyed to the several persons in the said indenture of release, and hereinbefore mentioned or allotted, by the award hereinafter mentioned, with their and every of their rights, royalties, members, and appurtenances, and reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and of every part and parcel thereof, and all the estate, right, title, interest, inheritance, use, trust, property, profit, possession, claim, and demand whatsoever, of him the said *C. D.* of, in, to, or out of the same premises, and every part and parcel thereof, To HAVE AND TO HOLD the said manors or lordships, or reputed manors or lordships, messuages, cottages, farms, lands, tenements, advowsons, tithes, rents, and hereditaments, and all and singular other the premises hereinbefore bargained, sold, and released, or expressed and intended to be, and every part and parcel thereof, with their and every of their

rights, royalties, members, and appurtenances, unto the said C. D. his heirs and assigns, to the only proper use of him the said C. D. his heirs and assigns for ever. AND the said C. D. for himself, his heirs, executors, and administrators, doth covenant and declare, to and with the said C. D. his heirs and assigns, by these presents, that he the said C. D. hath not, at any time heretofore, made, done, executed, committed, or wittingly or willingly suffered, any act, deed, matter or thing whatsoever, whereby, or by reason or means whereof, the said manors or lordships, or reputed manors or lordships, hereditaments and premises hereby granted and released by the said C. D. or expressed and intended so to be, or any part or parts thereof, are, is, can, shall, or may be, impeached, charged, or incumbered in title, estate, or otherwise howsoever, except as in the said recited indenture of release of the — day of —, —, is and are mentioned and set forth. AND THIS INDENTURE FURTHER WITNESSETH, that in consideration of the said £. — so paid as aforesaid, and other the considerations aforesaid, and in consideration of the sum of 10s. of like lawful money, to each of them the said K. L. N. O. and M. M. in hand paid by the said N. O. at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said K. L. and N. O. (with the privity and approbation of the said M. M. testified by his being a party to, and sealing and delivering these presents. AND also the said M. M. hath, and each and every of them hath, according to their several and respective estates and interests therein granted, bargained, sold, released, and confirmed, and by these presents do, and each and every of them doth, grant, bargain, sell, release and confirm, unto the said C. D. in his actual possession now

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Indenture further witnesseth.

Covenant to
M. M. the
bankrupt.

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being, by virtue of a bargain and sale to him thereof, made by the said K. L. N. O. and M. M. in consideration of 5s. a piece, by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute for transferring uses into possession, and to his heirs, all those the manors, &c. In witness, &c.

A Release (and Assignment of the Term to attend the Inheritance) to a purchaser, from a Trustee and Heir at Law to a Purchaser.

THIS INDENTURE of seven parts, made the — day of —, in the — year of the reign of our sovereign Lord George III. &c. between P. I. of —, esq. (surviving trustee, named and appointed in and by the last will and testament of sir G. I. late of —, bart. knight of the honourable order of —, deceased), of the first part; A. E. of —, esq. the acting executor named and appointed in and by the last will and testament of N. E. late of —, deceased, of the second part; L. E. of —, widow, one other of the executors of the said N. E. of the third part; sir G. M. of —, aforesaid, bart. eldest son and heir at law of the said sir I. M. deceased, of the fourth part; dame E. M. of —, in the county of —, widow, and one of the executors of the said I. M. deceased, of the fifth part; H. E. of —, in the county of —, aforesaid, esq.

of the sixth part; and *H. C.* of —, gent. of the seventh part. Whereas in and by a certain indenture, bearing date on or about the — day of —, which was in the year of our Lord —, and made, or mentioned to be made, between the said sir *I. M.* of the one part, and the said *N. E.* by the description of *N. E.* of —, merchant, of the other part, the said sir *I. M.* in consideration of the sum of —, paid to him by the said *N. E.* did grant, bargain, sell, demise, and to farm let unto the said *N. E.* (amongst other premises) all those, &c. and the reversion and reversions, remainder and remainders, yearly and other rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever, both at law and inequity, of him the said sir *I. M.* of, in, and to the same, and every or any part thereof, to hold unto the said *N. E.* his executors, administrators and assigns, from thenceforth, for and during the term of — years from thence next ensuing, and fully to be complete and ended, without impeachment of or for any manner of waste, subject nevertheless to the proviso for redemption therein contained, on payment of the sum of — of lawful money of *Great Britain*, with interest, after the rate of five per cent. by the said sir *I. M.* his heirs, executors or administrators, to the said *N. E.* his executors, administrators or assigns, at such time and place, and in such manner as therein is particularly mentioned, as in and by the said in part recited indenture, relation being thereto had, will more fully appear. AND whereas the said *N. E.* is since dead, but before his death duly made and published his last will and testament in writing, and thereof appointed the said *N. E.* and *C.* his wife, and *L. E.* now of — aforesaid, widow, executor and executrix thereof, and the said *N. E.* and *L. E.* have duly proved the same in the pre-

PUR-
CHASERS.Mortgage re-
ci ed.

Premises.

The death of
Mr — the
mortgagee re-
cited.

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Recital of fir
I. M.'s will.

rogative court of —, but the said *N. E.* hath principally taken upon himself the execution thereof, and as an acting executor in the said will is become intituled to receive the said sum of —, secured by the said hereinbefore in part recited indenture, and all interest remaining due thereon. AND whereas the said *I. M.* sometime since departed this life, but before his death duly made and published his last will and testament in writing, bearing date the — day of —, and thereby in the first place directed that all his just debts and legacies should be fully paid and satisfied out of his personal estate, and in case that should prove deficient, then he charged all his real estates with the payment thereof, and after giving several legacies to several persons therein mentioned, he thereby gave and devised unto *E. S.* since deceased, and to the said *A. P.* the ultimate reversion and remainder in fee simple, expectant on the determination of the several estates and uses limited and declared in the marriage settlement of the said *G. M.* therein particularly mentioned, of and in certain manors, messuages, lands, tenements, hereditaments and premises purchased by the said testator of the trustees of —, earl of —, and comprised in the said settlement, to, for, and upon such uses, trusts and purposes as therein mentioned, and likewise gave and devised to the said *E. S.* and *P. I.* all such part of his estates at — which he purchased subsequent to the purchase made by him of the trustees of lord —, and which at the making his said will were enclosed within his gardens and park, to the several uses, and upon the trusts therein particularly mentioned, and after reciting that since the said purchase of trustees of the earl of —, of the manor of —, and other premises thereinbefore mentioned, he had made several very considerable purchases of several other real estates, at — afore-

PUR-
CHASERS.

said, and elsewhere, in the said county of —, he the said testator thereby gave and devised unto, and to the use of the said *E. S.* and the said *P. I.* party hereto, their heirs and assigns, all other his messuages, lands, hereditaments and real estates, at — or elsewhere, in the said county of —, he the said testator thereby gave and devised unto and to the use of the said *E. S.* and the said *P. I.* party hereto, their heirs and assigns, all other his messuages, lands, hereditaments and real estates, at — or elsewhere, in the said county of —, with their appurtenances, and all his estate and interest therein, (except such part thereof as were then inclosed within his gardens and park of —, and thereinbefore by him demised, and except those purchased of the trustees of the earl of —) in trust, to sell the same as soon as conveniently might be after his decease, for the most money that could be got for the same, and directed the money to arise therefrom to be applied in discharge of all principal and interest then remaining due, on any mortgages or other incumbrances affecting the said estates, and after payment thereof, to pay and apply the surplus thereof in such manner as therein mentioned, and thereby declared, that the receipt of the said *E. S.* and *P. I.* or the survivor of them, or the heirs of such survivor, should be a sufficient discharge to any purchaser or purchasers of the said estates, or any of them, and that such purchaser or purchasers should not afterwards be obliged to see to the application of such purchase money, or be answerable for any loss, misapplication, or nonapplication thereof; and the said testator did also, by his said will, declare that it should be lawful for the said *E. S.* and *P. I.* their respective heirs, executors and administrators, in the first place, out of the said several estates and premises, to deduct and reimburse him and themselves respectively, all such

PUR-
CHASERS.

loss, costs and expences, as he or they, or any of them, should severally sustain, or be put unto, by reason of the trusts aforesaid, or any of them, or the management or execution thereof respectively, or any other thing in any wise relating thereto; and the said testator gave and devised the residue of his estate, real and personal, after payment of his debts and legacies, unto and to the use of his son, the said sir G. M. his heirs, executors and administrators, and appointed his wife, the said dame E. M. the said E. S. P. I. and T. E. executors of his said will. AND whereas the said sir I. M. departed this life some time in the year —, without revoking or altering his said will, and the same hath, since his death, been duly proved by the said sir P. I. and dame E. M. only, in the prerogative court of —. AND whereas the said E. S. died in the life time of the said sir I. M. whereby the said premises, and the reversion and equity of redemption thereof, which in and by the said will were devised to him and the said P. I. and their heirs, in trust, to be sold, as aforesaid, and of which the premises hereinbefore particularly mentioned to be demised to the said N. E. by the said in part recited indenture are a part, did become, and are now vested in the said P. I. by survivorship, upon the trusts hereinbefore mentioned. AND whereas the said sum of —, so secured as aforesaid, doth yet remain due and owing upon, or by virtue of the said mortgage or security hereinbefore recited, with an arrear of interest. AND whereas the said H. E. hath, with the privity and approbation of the said sir G. M. and dame E. M. contracted and agreed with the said P. I. for the purchase of the freehold messuages, lands, and hereditaments hereinafter mentioned, and intended to be hereby granted, released and confirmed, being part of the premises comprised in the said recited mort-

That said —
remain due on
said mortgage.

Agreement for
purchase.

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CHASERS.

gage or security, and the fee simple inheritance and equity of redemption thereof, free from incumbrances, at and for the price or sum of —, part of which it hath been agreed between the said parties shall be paid to the said *A. E.* in part, satisfaction and discharge of what is so due and owing on the said mortgage or security as aforesaid, but nevertheless, as to the rest and residue of the said hereditaments comprised in the said recited mortgage, not purchased by the *E. H.* subject and without prejudice to the said sum of —, remainder of the sum of — due to the said *A. E.* and the interest of the last mentioned sum of —, from henceforth to become due and payable. AND the said sir *G. M.* and dame *E. M.* have agreed to join in the conveyance thereof, and to ratify and confirm the same. Now therefore this indenture witnesseth, that for and in consideration of the sum of —, of lawful money of *Great Britain*, to the said *A. E.* in hand, well and truly paid by the said *H. E.* at the request and by the direction of the said *P. I.* and with the privity and consent of the said sir *G. M.* and dame *E. M.* testified by their being made parties to, and severally signing and sealing these presents, at or before the sealing and delivery hereof, in part of the principal money and interest now due, and owing on the mortgage, or security hereinbefore recited, and in full for the absolute purchase of the said freehold lands and hereditaments so contracted for as aforesaid, and hereinafter mentioned to be granted and conveyed, the receipt of which said sum of — he the said *A. E.* doth hereby acknowledge, and thereof and therefrom, and of and from every part thereof, doth acquit, release and discharge, as well the said *H. E.* his heirs, executors and administrators, as the said *I. P.* his executors and administrators, and every of them, by these presents, and which

Consideration.

PUR-
CHASERS.

said sum of — is the same sum of — mentioned to be the consideration of one indenture of bargain and sale of six parts, and intended to bear equal date herewith, and to be made between the same parties as are parties to these presents, (except the said *H. C.*) and intended to be enrolled in his Majesty's court of Common Pleas at Westminster, purporting to be a grant and confirmation of the premises hereinafter mentioned, unto the said *H. E.* and his heirs, and also for and in consideration of the sum of — a piece, of like lawful money, to them the said sir *G. M.* and dame *E. M.* in hand also well and truly paid by the said *H. E.* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *P. I.* (at the request, and by and with the consent and approbation of the said sir *G. M.* and dame *E. M.*) (testified as aforesaid). And also of the said *A. E.* testified by their signing and sealing these presents, and also the said sir *G. M.* and dame *E. M.* have, and each of them hath, according to their several and respective estates, rights and interests, bargained, sold, aliened, released and confirmed, and by these presents do, and each of them doth, bargain, sell, alien, release and confirm, unto the said *H. E.* (in his actual possession, now being by virtue of a bargain and sale to him thereof made, by the said *P. I.* sir *G. W.* and dame *E. M.* in consideration of —, by indenture, bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring uses into possession), his heirs and assigns [*take the same premises as are before set forth*]; and the reversions and reversions, remainder and remainders, yearly and other rents, issues and profits, of all and singular the same

Premises,

premises, and all the estate, right, title, interest, inheritance, use, trust, property, possession, equity of redemption, claim and demand whatsoever, of them the said *P. I.* sir *G. M.* and dame *E. M.* and each and every of them, of, into, and out of the same premises, and every part and parcel thereof. To HAVE and TO HOLD the said messuages, lands, tenements, hereditaments and premises hereinbefore mentioned, and intended to be hereby bargained, sold and released, with their and every of their rights, members and appurtenances, unto the said *H. E.* his heirs and assigns, to the only proper use and behoof of the said *E. H.* his heirs and assigns, for ever. And the said *I. P.* sir *G. W.* and dame *E. W.* for themselves, separately, and not jointly, or for any other or others of them, and for their several and respective heirs, executors and administrators, do, and each and every of them, doth hereby covenant, promise, and agree to, and with the said *H. E.* his heirs and assigns, that they the said *P. I.* sir *E. W.* and dame *E. M.* have not nor hath any or either of them, at any time heretofore, made, done, committed, or wittingly or willingly suffered any act, matter or thing whatsoever, whereby or by means whereof the said freehold messuage, lands, tenements, hereditaments and premises hereby bargained, sold, released and confirmed, or intended so to be, or any part thereof, is, are, can, shall, or may be released, conveyed, impeached, charged, or incumbered, in title, estate, or otherwise howsoever, and the said sir *G. W.* for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said *H. E.* his heirs and assigns, in manner and form following, that is to say, that for and notwithstanding any act, matter or thing whatsoever, by him the said sir *M. G.* or sir *I. M.* his late father, deceased, or any other person or persons, claiming or to claim, by, from, under,

PUR-
CHASERS.

Habendum.

Covenant that
they are seized
in fee.

PUR-
CHASERS.

Have power to
sell.

or in trust for them, or either of them, made, done, committed, or wittingly or willingly suffered to the contrary, they the said sir *P. I.* sir *G. M.* and dame *E. M.* now at the time of the sealing and delivery of these presents, are and stand, or some or one of them, are and standeth, lawfully, rightfully, and absolutely seised, of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, in possession of and in the said freehold messuages, lands, hereditaments and premises hereinbefore mentioned, and hereby, or intended to be hereby bargained, sold, released and confirmed, and of every part and parcel thereof, with their and every of their appurtenances, without any manner of condition, power of revocation, trust, limitation of use or uses, or other restraint, matter or thing whatsoever, to alter, change, charge, incumber or determine the same, except the mortgage so made to the said *N. E.* as aforesaid, and which, as to the premises hereinbefore bargained, sold, and released, is now intended to be assigned as hereinafter is mentioned, and that for and notwithstanding any such act, matter or thing as aforesaid, they the said *P. I.* sir *G. M.* and dame *E. M.* or some or one of them, now have or hath, in themselves, himself, or herself, good right, full power, and lawful and absolute authority to bargain, sell, release, and confirm the said freehold messuage, lands, hereditaments, and premises, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, unto the said *E. H.* his heirs and assigns, to the only proper use and behoof of the said *E. H.* his heirs and assigns, in manner and form aforesaid, and according to the true intent and meaning of these presents; and further, that it shall and may be lawful to and for the said *E. H.* his heirs and assigns, from time to time,

and at all times hereafter, peaceably and quietly to enter into, have, hold, use, occupy, possess, and enjoy the said freehold messuage, lands, hereditaments, and premises, hereby, or intended to be hereby bargained, sold and released, surrendered or conveyed, with the appurtenances, and to receive and take the rents, issues, and profits thereof, from the — day of —, now last past, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, eviction, or interruption, of or by them the said *G. M. P. I.* and *E. M.* or any of them, or any other person or persons, lawfully claiming or to claim, by, from, or under them, or any of them, or by, from, or under the said *I. M.* deceased, and that free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise well and sufficiently saved, defended, kept harmless, and indemnified, by the said *G. M.* his heirs, executors, or administrators, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, jointures, mortgages, dowers, titles of dower, uses, trusts, wills, intails, statutes, recognizances, judgments, executions, extents, and of, from, and against all other estates, titles, troubles, charges, and incumbrances whatsoever, had, made, done, committed, or suffered by the said *G. M.* or the said *I. M.* deceased, or by any other person or persons, lawfully claiming by, from, or under them, or either of them, and particularly the hereinbefore in part recited indenture of mortgage, made to the said *N. E.* his executors, administrators, and assigns, for the term of — years, for securing the sum of —, and interest as aforesaid, the sum of —, part whereof is hereinbefore mentioned to be paid to the said *A. E.* and the now residue of the said term of — years, as to the premises hereinbefore bargained, sold, and released, is hereby assigned

PUR-
CHASERS.

Free from in-
cumbrances.

PUR-
CHASERS.

For further
assurance.

or mentioned, or intended to be assigned unto the said *C. H.* in trust for the said *E. H.* his heirs and assigns, and to attend and be subservient to the inheritance of the same premises; and moreover, that they the said *G. M. E. M.* and *P. I.* and their heirs, and all and every person and persons, having or lawfully claiming, or who shall or may have, or lawfully claim, any estate, right, title, trust, or interest, either at law or in equity, of, in, to, or out of the said freehold messuage, lands, tenements, hereditaments, and premises, hereinbefore mentioned, and hereby, or intended to be hereby bargained, sold, released, and conveyed, or any part thereof, by, from, or under them, or any of them, or the said *I. M.* deceased, shall and will, from time to time, and at all times hereafter, during the space of — years next ensuing the date hereof, upon the reasonable request, and at the costs and charges in the law of the said *E. H.* his heirs or assigns, make, do, acknowledge; levy, suffer, and execute, or cause or procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devices, conveyances, and assurances in the law whatsoever, for the further, better, more perfect, and absolute granting, confirming, releasing, conveying, and assuring, all and singular the freehold messuages, lands, hereditaments, and premises, hereinbefore mentioned, and intended to be hereby bargained, sold, and released, and every part and parcel thereof, with their rights, members, and appurtenances, unto the said *E. H.* his heirs and assigns, to the only proper use and behoof of the said *E. H.* his heirs and assigns, for ever, as the said *E. H.* his heirs or assigns, or his or their counsel, learned in the law, shall be reasonably devised, advised, and required, so as such further assurances do not contain any further or

other warranty or covenant than against the person or persons who shall be required to make or execute the same, his or their heirs, and so as the person or persons to be required to do the same be not compellable to travel from the place of his or their abode or dwelling: AND THIS INDENTURE FURTHER WITNESSETH, that for and in consideration of the said sum of — and —, so paid by the said *E. H.*, to the said *A. E.* and *P. I.* as aforesaid, and also for and in consideration of the sum of —, of lawful money of *Great-Britain*, to him the said *A. E.* in hand well and truly paid by the said *C. H.* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *A. E.* at the request, and by the direction of the said *P. I. G. M.* and *E. M.* testified as aforesaid, and at the nomination and appointment of the said *E. H.* (testified as aforesaid,) hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer, and set over, unto the said *C. H.* his executors, administrators, and assigns, all and every the messuage, lands, tenements, hereditaments, and premises, hereinbefore particularly mentioned and set forth, which in and by the indenture of the — day of —, hereinbefore recited, were granted and demised, or mentioned or intended to be granted and demised, (amongst other premises,) by the said *I. M.* deceased, unto the said *N. E.* deceased, for the term of — years as aforesaid, and which, by the ways and means before mentioned, the said *A. E.* as the only or principal acting executor of the said *N. E.* hath, by due course of law, a right and power to assign, for the now residue of the same term, and which are or is intended to be granted and released unto the said *E. H.* and his heirs as aforesaid, with their and every of their rights, members, and appur-

PUR-
CHASERS.

Assignment of
term.

**PUR-
CHASERS.**

**Habendum to
trustees.**

tenances, and all the estate, right, title, interest, term of years yet to come unexpired, claim, and demand whatsoever, both at law and in equity, of him the said *A. E.* and of *N. E.* deceased, of, in, and to the same, and every part and parcel thereof, **TO HAVE AND TO HOLD** the said messuage, lands, hereditaments, and all and singular other the premises hereinbefore mentioned, or intended to be hereby bargained, sold, and assigned, with their and every of their appurtenances, unto the said *C. H.* his executors, administrators, and assigns, from henceforth for and during all the rest, residue, and remainder of the said term of — years yet to come, and unexpired, in trust, nevertheless, for the said *E. H.* his heirs and assigns, and to attend and wait upon the freehold and inheritance thereof, in order to protect the same from all mesne and subsequent incumbrances, if any such there be; and the said *A. E.* and *L. E.* for themselves, severally, and for their several heirs, executors, and administrators, do, and each of them doth, covenant, promise, and agree, to and with the said *E. H.* his heirs, executors, administrators, and assigns, by these presents, in manner and form following, (that is to say,) that they the said *A. E.* and *L. E.* have not, nor hath the said *N. E.* deceased, at any time heretofore, made, done, or committed any act, matter, or thing whatsoever, whereby, or by reason or means whereof the said premises, by these presents assigned, or any part thereof, is, are, can, shall, or may be in any wise assigned, surrendered, impeached, charged, or incumbered, in title, charge, estate, or otherwise howsoever.

IN WITNESS, &c.

*Release of several Manors, &c. Purchased in Parts
of Cobeirettes, &c.*

PUR-
CHASERS.

THIS INDENTURE of nine parts, made, &c. between C. J. of —, in the parish of —, in the county of —, esq. and A. T. of —, esq. of the first part, V. G. late of —, in the county of —, in that part of *Great-Britain*, called *Scotland*, and now of —, in the said county of —, M. D. and S. his wife, which said S. the wife of the said V. G. is one of the two daughters and co-heiresses at law of N. C. late of —, in the county of —, gent. deceased, who was one of the co-heirs at law of A. B. late of —, in the county of —, knt. deceased, of the second part, C. K. late of — aforesaid, and now of — aforesaid, spinster, the other of the two daughters and co-heiresses of the said O. C. and which said S. the wife of the said V. G. and C. K. daughters and co-heiresses of the said O. C. became intituled to one moiety or half part of the manors, messuages, cottages, farms, lands, tenements, and hereditaments, of which the said N. C. died seised, of the third part, O. P. late of —, in the said county of —, and now of —, in the county of —, esq. and X. Y. the elder, of —, in the said county of —, gent. (who have survived I. R. late of — aforesaid, gent. deceased,) of the fourth part, S. B. late of —, in the city of —, and now of —, in the said county of —, widow, Q. A. late of —, in the said county of —, and now of —, in the county of —, spinster, W. R. of —, esq. and A. his wife. O. P. heretofore of the city of —, and now of — aforesaid, and S. his wife, and O. P. of —, in the said county of —, widow of the rev. P. I. some time of the said city of —, and late

PUR-
CHASERS.

Recitals of lease
and release.

of —, in the said county of —, clerk, LL. D. deceased, which said *S. T. Q. A. A.* the wife of the said *W. S. S.* the wife of the said *O. P.* the said *O. P.* together with *S. E.* late the wife, and now the widow of *S. I.* late of — esq. deceased, being the only children of *Q. A.* deceased, (one of the two daughters of *N. G.* deceased, and heretofore the wife of *A. S.* late of — aforesaid, deceased, and nieces and heiresses at law of *N. H.* late of — aforesaid, spinster, also deceased, the other daughter of the said *N. G.* became intitled to the other moiety or half part of the manors, messuages, cottages, farms, lands, tenements, and hereditaments, whereof the said *N. O.* died seised, of the fifth part, the said *D. L.* and *T. U.* of —, in the said city of —, merchant, (the said *D. L.* being a trustee, named in, and the said *T. U.* a trustee, appointed by virtue of a power contained in the settlement, made upon the marriage of the said *O. P.* with the said *S.* now his wife,) of the sixth part, the said *D. L.* and the said *O. P.* (the said *D. L.* being a trustee, named in and by the said *O. P.* a trustee, appointed by virtue of a power contained in the settlement, made upon the marriage of the said *P. I.* deceased, with the said *O. P.* now his widow,) of the seventh part, *S. I.* late of —, but now of —, in the said city of —, esq. of the eighth part, and trustee, nominated by the said *S. I.* of the ninth part: WHEREAS, by indenture of lease and release, bearing date respectively the — and — days of —, which was in the year of our Lord —, the release being of four parts, and expressed to be made between the said *V. G.* and *S.* his wife, of the first part, the said *I. C.* and *A. I.* of the second part, *O. C.* of —, in the parish of —, in the city of —, merchant, and *H. A.* of —, in the parish of —, in the said county of —, coal-merchant, of the

PUR-
CHASERS.

third part, and *S. W.* of ———— aforefaid, merchant, *I. W.* of the parifh of ————, in the city of ————, draper, of the fourth part; and fines, acknowledged and levied in Trinity term, in the faid year ————, before the juftices of the court of common pleas, at ————, between the faid *I. C.* and *A. I.* plaintiffs, and the faid *V. G.* and *S.* his wife, defendants, one undivided fourth part or fhare, the whole into four equal parts or fhares to be divided, of and in all the manors, meffuages, cottages, farms, lands, tenements, and hereditaments, then late of or belonging to the faid *N. O.* in the counties of — and —, with their appurtenances, were conveyed and affured to the uſes, upon and for the truſts, intents and purpoſes, and under and ſubject to the powers, proviſos, limitations, declarations, and agreements, in the faid indenture of releaſe expreſſed, declared, and contained, of and concerning the ſame, in which faid indenture of releaſe is contained a proviſo, and it is thereby declared and agreed, that notwithstanding any of the uſes, eſtates, limitations, and truſts therein limited, expreſſed, declared, and contained, it ſhould be lawful to and for the faid *C. I.* and *A. I.* and the ſurvivor of them, and the heirs and aſſigns of ſuch ſurvivor, at any time or times thereafter, at the requeſt, and by and with the conſent and approbation of the faid *V. G.* and *S.* his wife, or the ſurvivor of them, teſtified by ſome writing or writings, under the hands and ſeals of them, or the ſurvivor of them, and to be atteſted by two or more credible witneſſes, to grant, bargain, ſell, diſpoſe of, and convey, all or any part or parts of the faid undivided fourth part of the faid hereditaments and premifes, and the fee-fimple and inheritance thereof, to any perſon or perſons, for ſuch price or prices, in money, as to them the faid *C. I.* and *A. I.* or the ſurvivor of them, or the heirs or

**PUR-
CHASERS.**

assigns of such survivor should seem reasonable ; and that for the end or purpose of making any such sale or disposition, it should be lawful for the said *C. I.* and *A. I.* and the survivor of them, and the heirs and assigns of such survivor, if it should be thought necessary or requisite, by any deed or deeds, writing or writings, to be by them, or the survivor of them, or the heirs and assigns of such survivor, sealed and delivered in the presence of, and attested by two or more credible witnesses, with the consent and approbation of the said *V. G.* and *S.* his wife, or the survivor of them, testified as aforesaid, to revoke, determine, and make void, all or any of the uses, estates, trusts, powers, provisos, limitations, and agreements thereinbefore limited, expressed, declared, and contained, of and concerning the said hereditaments and premises, so to be sold or disposed of, and by the same, or any other deed or deeds, writing or writings, to be sold, sealed, delivered and attested, and with such consent and approbation, and testified as aforesaid, to limit and appoint the said hereditaments and premises, whereof the uses should be so revoked, unto such purchaser or purchasers, and his, her, or their respective heirs and assigns, and that upon payment of the money arising by sale of the said hereditaments and premises, thereby made saleable, or any part thereof, it should be lawful for the said *C. I.* and *A. I.* and the survivor of them, or the heirs and assigns of such survivor, to give and sign any receipt or receipts for the money for which the said hereditaments should be so sold, which receipt or receipts should be a good and sufficient discharge, or effectual discharges, to any purchaser or purchasers, and his, her, or their respective heirs, executors, administrators, and assigns, for such purchase-money, or for so much thereof as in such receipt or receipts should be

expressed, or acknowledged to be received, and that such purchaser or purchasers, his, her, or their respective heirs, executors, administrators, or assigns, should not afterwards be obliged to see to the application of such purchase-money, or be answerable or accountable for the loss, misapplication, or non-application thereof, or of any part thereof: AND WHEREAS, by indenture, bearing date the — day of —, in the year of our Lord —, and expressed to be made between the said *O. P.* of the first part, the said *A. S.* and the said *S.* the wife of the said *O. P.* then *A. S.* spinster, daughter of the said *A. S.* of the second part, and the said *S. I.* and *D. L.* of the third part, being, or purporting to be the settlement made previous to and in consideration of the marriage then intended, and soon afterwards had and solemnized between the said *O. P.* and the said *S.* now his wife, reciting or taking notice, amongst other things, that the said *A. S.* as one of the co-heiresses of the said *N. O.* and as one of the co-heiresses of the said *N. H.* was seised of, or intitled to, a share or shares, of and in all and singular the manors, messuages, lands, tenements, hereditaments, and real estate, late of or belonging to the said *N. O.* and *N. H.* the said *O. P.* and *A. S.* for the consideration therein mentioned, did covenant and agree with the said *S. I.* and *D. L.* that they the said *O. P.* and *A. S.* should and would, with all convenient speed, after the solemnization of the then intended marriage between them, make, do, and execute, or join and concur in making, doing, and executing, all such acts, deeds, matters, and things whatsoever, as should be necessary or advisable, for causing the share or shares of the said *A. S.* of and in the said real estate, late of the said *N. O.* and *N. H.* and the fee-simple and inheritance thereof, to be conveyed, sold, and absolutely disposed of —,

PUR-
CHASERS.Indenture of
settlement
made on
marriage.

PUR-
CHASERS.

Deed-poll.

that all and every sum and sums of money to arise by sale thereof, or of any part thereof, should be forthwith paid to the said *S. I.* and *D. L.* or the survivor of them, or the executors, administrators, or assigns of such survivor, or to such new or other trustee or trustees, to be nominated or appointed as thereafter is mentioned, upon the trusts, and for the intents and purposes thereafter expressed and declared of and concerning the same, and upon the payment of the money to arise by sale of such share or shares, or any part thereof, unto the said *S. I.* and *D. L.* or the survivor of them, or the executors, administrators, or assigns of such survivor, or to such new or other trustee or trustees as aforesaid, it should and might be lawful to and for the said trustees or trustee, for the time being, to give and sign any receipt or receipts, which receipt or receipts should be a good and sufficient discharge, or effectual discharges, to any purchaser or purchasers, and to his, her, or their respective heirs, executors, administrators, and assigns, for so much money as should be therein expressed, and acknowledged to be received, and that such purchaser or purchasers, his, her, or their respective heirs, executors, administrators, or assigns, should not afterwards be obliged to see to the application of such purchase-money, or answerable or accountable for the loss, misapplication or non-application thereof, or of any part thereof: AND whereas, by a deed-poll, or writing, indorsed or written on the back of the last-mentioned indenture, bearing date the — day of —, under the hand and seal of the said *D. L.* and under the hands of the said *O. P.* and the said *S.* then and now his wife, the said *P. I.* was, by virtue of a power in the said last-recited indenture, for that purpose contained, nominated and appointed a trustee, for the purposes in such indenture mentioned, in the place

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and stead of the said *S. I.* then deceased; and by a certain other deed-poll, or writing, indorsed or written on the back of the same indenture, bearing date the — day of —, under the hands and seals of the said *O. P.* and *S.* his wife, the said *T. U.* was, by virtue and in execution of the same power, in the said indenture for that purpose contained, nominated and appointed a trustee, for the purposes in such indenture mentioned, in the place and stead of the said *P. I.* then also deceased: AND whereas, by a certain other indenture, tripartite, bearing date the — day of —, and expressed to be made before the said *P. I.* then of the city of —, batchelor of laws, of the first part, the said *A. L.* and the said *I. M.* then *A. M.* spinster, his daughter, of the second part, and the said *S. I.* and *D. L.* of the third part, being the settlement made previous to, and in consideration of the marriage then intended, and soon after had and solemnized, between the said *P. I.* and the said *O. P.* his then intended wife; and now his widow, reciting or taking notice, amongst other things, that the said *A. M.* as one of the co-heiresses of the said *N. O.* and also as one of the co-heiresses of the said *N. H.* was seised of, or intitled to, a share or shares of and in all and singular the manors, messuages, lands, tenements, hereditaments, and real estate, late of or belonging to the said *N. O.* and *N. H.* the said *P. I.* and *A. M.* for the considerations therein mentioned, did covenant and agree with the said *S. I.* and *D. L.* that, in case the then intended marriage between them should take effect, they the said *P. I.* and *A. M.*, and the said *O. P.* alone, if she should survive the said *P. I.* should and would, with all convenient speed after the solemnization of the said intended marriage, make, do, and execute, or join and concur in making, doing, and executing, all such acts,

Another in-
denture of set-
tlement.

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CHASERS.

deeds, matters, and things, as should be necessary and advisable, for causing the share or shares of the said *A. M.* of and in the real estate, late of the said *N. O.* and *N. H.* and each of them, and the fee-simple and inheritance thereof, to be sold, conveyed, and absolutely disposed of; and that all and every sum or sums of money, to arise by sale thereof, or of any part thereof, should be forthwith paid to the said *S. J.* and *D. L.* or the survivor of them, or the executors, administrators, or assigns of such survivor, or to such new or other trustee or trustees, to be nominated and appointed as hereinafter is mentioned, to be by them or him laid out or invested in the purchase of bank stock, in their or his names or name, upon the trusts, and for the intents and purposes hereinafter mentioned and declared; and it is by the same indenture declared and agreed, that, upon payment of the money to arise by the sale of such share and shares, or any part thereof, unto the said *S. J.* and *D. L.* or the survivor of them, or the executors or administrators of such survivor, or to such new or other trustees or trustee as aforesaid, it should and might be lawful to and for the said trustees or trustee, for the time being, to give or sign any receipt or receipts for the same, which receipt or receipts should be a good and sufficient discharge, or effectual discharges, to any purchaser or purchasers, and to his, her, or their respective heirs, executors, administrators, and assigns, for so much money as should be therein expressed or acknowledged to be received, and that such purchaser or purchasers, his, her, or their respective heirs, executors, administrators, or assigns, should not afterwards be obliged to see to the application of such purchase-money, or be answerable or accountable for the loss, misapplication, or non-application thereof, or of any part thereof. AND whereas by a deed poll, or writing, indorsed or written on the

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CHASERS.Indenture of
bargain and
sale.

back of the last mentioned indenture, bearing date the — day of —, under the hand and seal of the said *W. R.* and under the hands of the said *P. I.* the said *M.* then his wife, and now his widow, the said *O. P.* was, by virtue of a power in the said last recited indenture, for that purpose contained, nominated and appointed a trustee, for the purposes in such indenture mentioned, in the place and stead of the said *S. I.* then deceased. AND whereas by indenture of bargain and sale, bearing date the — day of —, enrolled in the court of Common Pleas at Westminster, and made or expressed to be made between the said *S. B. A. R. S. I.* and *E.* his wife, *W. R.* and *A.* his wife, *O. P.* and *S.* his wife, and *P. I.* and *M.* his wife, of the first part, the said *O. P. T. R.* and *X. Y.* of the second part, and the said *S. I.* and *R. W.* of the third part, and fines *sur conusans de droit come ceo*, acknowledged and levied, in Trinity term, in the — year of his present Majesty's reign, in the said court of Common Pleas at Westminster, pursuant to a covenant in the same indenture for that purpose contained between *O. P. T. R.* and *X. Y.* plaintiffs, and the said *S. B. Q. A.* and *E.* his wife, *W. R.* and *A.* his wife, *O. P.* and *S.* his wife, *P. I.* and *M.* defendants, one moiety or half part, the whole into two equal parts to be divided, of all the manors, messuages, cottages, farms, lands, tenements and hereditaments whatsoever, then late of the said sir *N. O.* in the said counties of — and —, with their appurtenances, was conveyed and assured unto and to the use of the said *O. P. T. R.* and *X. Y.* and their heirs, upon and for the trusts, intents and purposes, and with and subject to, the powers, provisos, declarations and agreements thereafter declared and expressed, and hereinafter in part mentioned, of or concerning the same, that is to say, upon trust, that they the said *O. P. T. R.* and *X. Y.* or the

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survivors or survivor of them, or the heirs of such survivor, should, as soon as conveniently might be, sell and dispose of the aforefaid moiety of all the said manors, messuages, cottages, farms, lands, tenements, hereditaments and premises, with the appurtenances, in the said counties of — and —; and the inheritance thereof in fee simple, either entirely and together, or in parcels, by public sale or auction, or private contract, unto any person or persons who should be willing to become and be the purchaser or purchasers of the said moiety of the said hereditaments and premises thereinbefore mentioned, or any of them, for the most money, and the best price or prices that could be reasonably had or gotten for the same, and should for that purpose make and execute all such deeds, conveyances and assurances, as they the said O. P. T. R. and X. Y. or the survivors or the survivor of them, or the heirs of such survivor, should think fit, and pay, or cause to be paid, the money arising by such sale or sales as aforefaid, in the manner following; (that is to say) one sixth part thereof to the said B. S. her executors or administrators, one other sixth part thereof to the said Q. A. her executors or administrators, one other sixth part thereof to the said S. I. his executors or administrators, one other sixth part thereof to the said D. L. his executors or administrators; one other sixth part thereof to the said S. I. and D. L. or the survivor of them; or the executors, administrators, or assigns of such survivor, upon such trusts as are declared concerning the money to arise by sale of the said share of the said S. the wife of the said O. P. in the real estates late of the said sir N. O. and N. H. by the aforefaid indenture of settlement, of the — day of —, and the remaining sixth part thereof to the said S. I. and D. L. or the survivor of them, or the executors, admini-

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CHASERS.

nistrators, or assigns of such survivor, upon such trusts as are declared concerning the money to arise by sale of the share of the said *M.* then the wife of the said *P. I.* in the real estates late of the late sir *N. O.* and *N. H.* by the aforesaid indenture of settlement, of the — day of —, and it is thereby declared and agreed, by and between the said parties thereto, to be their true intent and meaning, that all such deeds, conveyances, and assurances, as should be made and executed by the said *O. P. T. R.* and *X. Y.* or the survivors or survivor of them, or the heirs of such survivor, to be the purchaser or purchasers of the said moiety of the said manor, messuages, cottages, farms, lands, tenements, hereditaments and premises, or any of them, or any part or parcel thereof, should, to all intents and purposes whatsoever, be as valid and effectual in the law, to such purchaser or purchasers respectively, and all and every person and persons, claiming by, from, through or under him, them, or any of them, as such deeds, conveyances or assurances would have been, if the said *B. S. Q. A. S. I.* and *S.* his wife, *D. L.* and *A.* his wife, *D. M.* and *S.* his wife, and *P. S.* and *M.* his wife, had severally joined therein, and duly executed the same, and that such purchaser or purchasers, and all and every person and persons claiming, by, from, through, or under him, them, or any of them, should be intitled to have, hold, and enjoy, the said moiety of the said manors, messuages, cottages, farms, lands, tenements, hereditaments and premises, which should be sold and conveyed, or assured, to such purchaser or purchasers respectively, by the said *O. P. T. R.* and *X. Y.* or the survivors or survivor of them, or the heirs of such survivor as aforesaid, against the said *B. S. Q. A. S. I.* and *E.* his wife, *D. L.* and *A.* his wife, *P. M.* and *S.* his wife, and *P. I.* and *M.*

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his wife, and each and every of them, and each and every of their heirs, and all and every person and persons claiming, by, from, through, under, or in trust for them, or any of them, freed, acquitted, and for ever discharged, of and from all right, title, interest, claim and demand whatsoever, of them the said *B. S. Q. R. S. I. and E.* his wife, *D. L.* and *A.* his wife, *P. M.* and *S.* his wife, and *P. S.* and *M.* his wife, and each and every of them, and each and every of their heirs, and that the receipt or receipts of the said *O. P. T. R.* and *X. Y.* or the survivors or survivor of them, or the heirs of such survivor, should be a good and effectual discharge, and good and effectual discharges, to the purchaser or purchasers of the said moiety of the said manors, messuages, cottages, farms, lands, tenements, hereditaments and premises, or any of them, for his or their purchase-money, and that such purchaser or purchasers paying the same to the said *O. P. T. R.* and *X. Y.* or the survivors or survivor of them, or the heirs of such survivor, and having such receipt or receipts as aforesaid, should not be answerable for the loss, misapplication, or non-application of the purchase money, which in and by such receipt or receipts should be mentioned or expressed to be received. AND whereas the aforesaid *S. I.* afterwards deceased, having wrote or signed a testamentary writing, and letters of administration of all his goods, chattels and credits, with the said testamentary writing annexed, were granted to *N. P. K. T.* and *S. I.* of the prerogative court of the archbishop of Canterbury. AND whereas by indenture of bargain and sale enrolled in the court of Common Pleas aforesaid, bearing date the — day of —, and expressed to be made between the said *O. P. T. R.* and *X. Y.* of the first part; the said *H. I. N. P.* and *S. I.* of the second part; and

Recital of
testamentary
writing.

Indenture of
bargain and
sale.

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CHASERS.

the said *S. I.* of the third part; reciting or taking notice of the said indenture of bargain and sale, of the — day of —, and of the death, testamentary writing, and administration of the said *S. I.* and that the said *O. P. T. R.* and *X. Y.* had, with the privity and consent of the said *K. I. N. P.* and *K. N.* agreed with the said *S. I.* for the sale to him of the said sixth part, late of the said *K. I.* and *E.* his wife, in her right of and in the said manor, hereditaments and premises, late of the said *N. O.* at the price or sum of —, in consideration of the said sum of —, the said *O. P. T. R.* and *X. Y.* at the request and by the direction of the said *K. I. N. L.* and *I. K.* did grant, bargain and sell, and the said *K. I. N. L.* and *I. K.* did ratify and confirm all the said sixth part, late of the said *S. I.* and *E.* his wife, in her right of one moiety or half part of and in the manors, messuages, cottages, farms, lands, tenements and hereditaments hereinafter more particularly mentioned and described, and intended to be hereby granted, conveyed and assured, (amongst other lands and hereditaments in the said indenture mentioned) unto and to the use of the said *S. I.* his heirs and assigns for ever.

Recital of
contract for
sale of one
sixth part.

AND whereas the said *T. R.* departed this life in the month of —, and the said *P. I.* also departed this life on or about the month of —.

Contract for
sale of one
fourth.

AND whereas the said *C. I.* and *A. T.* have, at the request and with the consent and approbation of the said *V. G.* and *S.* his wife, testified in manner hereinafter mentioned, contracted and agreed with the aforesaid *S. I.* for the sale to him of one fourth part or share of the manor of —, and the manors or reputed manors of — and —, being in the said county of —, and of the messuages, cottages, farms, lands, tenements and hereditaments, situate, lying and being in the parish of — and — in the said county of —, and — in the said county of —, hereinafter men-

**PUR-
CHASERS.**

Contract for
sale of one
fourth part.

Contract for
sale of five-
sixth parts of
a moiety.

Contract for
one sixth part.

tioned and described, (parts of the manors, messuages, lands and hereditaments, of which the said *R. B.* died so seised as aforesaid) and the absolute estate of inheritance in fee simple, of and in the same fourth part, at or for the price or sum of —, and the said *C. R.* hath also contracted and agreed with the said *S. I.* for the sale to him of one fourth part or share, of and in the said manors, messuages, cottages, farms, lands, tenements and hereditaments, and the absolute estate of inheritance in fee simple, in possession of and in the said last mentioned fourth part, at or for the like price or sum of —, and the said *O. P.* and *X. Y.* have, with the consent and approbation of the said *B. S. Q. A. D. L. P. M.* and *S.* his wife, *P. M. T. U.* respectively testified by their being parties to, and severally sealing and delivering these presents, likewise contracted and agreed with the said *S. I.* for the sale to him of five-sixth parts of a moiety or half part of the same manors, messuages, cottages, farms, lands, tenements, and hereditaments (which are parts of the manors, messuages, lands and hereditaments, whereof the moiety or half part was, by the said indenture of the — day of —, and the fines levied in pursuance thereof, so conveyed and assured, unto and to the use of the said *O. P. T. R.* and *X. Y.* their heirs, and the absolute estate of inheritance in fee simple in possession of and in the said five-sixth parts of a moiety; at and for the prices or sum of —, being the best price that could be had or gotten for the same; and the same *S. I.* hath also contracted and agreed with the said *S. I.* for the sale of his one-sixth part of the aforesaid moiety, or half part of the said manors, messuages, cottages, farms, lands, tenements and hereditaments, and the absolute estate of inheritance in fee simple, in possession of, or in the last mentioned sixth part, to him the said *S. I.* at or for the price or sum of —, which said several sums of — and —, make toge-

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CHASERS.It is witnessed
that the said C.
T. and C. I.
revoke.

—, to be paid by the said *S. I.* as
aforefaid, as the consideration
purchase of the absolute estate of
simple, in possession of and in
the said manors, messuages, cot-
tds, tenements and hereditaments,
every of their rights, members and

Now therefore this indenture
for enabling the said *C. I.* and
form and carry into execution the
agreement so entered into by them,

the said *S. I.* as aforefaid, they the said *C. I.*
and *A. I.* by virtue and in pursuance of the said
power or authority, enabling them in that behalf,
in such manner as in the said indenture of the

— day of — is mentioned with the consent
and approbation of the said *V. G.* and *S.* his wife,
testified by their being parties to, and signing,
sealing and delivering these presents, in the pre-
sence of the two credible persons whose names are
or are intended to be hereon wrote, or indorsed,
as witnesses attesting the same, have revoked, de-
termined, and made void, and by this present
deed in writing, sealed and delivered by them the
said *C. I.* and *A. I.* in the presence of the two
credible witnesses whose names are, or are intended
to be, hereon wrote or indorsed, as witnesses at-
testing the same, do, with the consent and appro-
bation of the said *V. G.* and *S.* his wife, testified
in manner aforefaid, revoke, determine, and make
void all and every the uses, estates, trusts, powers,
provisos, limitations and agreements, in and by
the said indenture of the — day of —, —,
limited, created, declared, expressed and con-
tained (other than and except the powers intended
to be hereby executed), of or concerning the
fourth part or share in the same indenture men-
tioned to be thereby granted and released unto
them the said *C. I.* and *A. I.* and their heirs, of

**PUR-
CHASERS.**

Contract for
sale of one
fourth part.

Contract for
sale of five-
sixth parts of
a moiety.

Contract for
one sixth part.

tioned and described, (parts of the manors, messuages, lands and hereditaments, of which the said *R. B.* died so seised as aforesaid) and the absolute estate of inheritance in fee simple, of and in the same fourth part, at or for the price or sum of —, and the said *C. R.* hath also contracted and agreed with the said *S. I.* for the sale to him of one fourth part or share, of and in the said manors, messuages, cottages, farms, lands, tenements and hereditaments, and the absolute estate of inheritance in fee simple, in possession of and in the said last mentioned fourth part, at or for the like price or sum of —, and the said *O. P.* and *X. Y.* have, with the consent and approbation of the said *B. S. Q. A. D. L. P. M.* and *S.* his wife, *P. M. T. U.* respectively testified by their being parties to, and severally sealing and delivering these presents, likewise contracted and agreed with the said *S. I.* for the sale to him of five-sixth parts of a moiety or half part of the same manors, messuages, cottages, farms, lands, tenements, and hereditaments (which are parts of the manors, messuages, lands and hereditaments, whereof the moiety or half part was, by the said indenture of the — day of —, and the fines levied in pursuance thereof, so conveyed and assured, unto and to the use of the said *O. P. T. R.* and *X. Y.* their heirs, and the absolute estate of inheritance in fee simple in possession of and in the said five-sixth parts of a moiety, at and for the prices or sum of —, being the best price that could be had or gotten for the same; and the same *S. I.* hath also contracted and agreed with the said *S. I.* for the sale of his one-sixth part of the aforesaid moiety, or half part of the said manors, messuages, cottages, farms, lands, tenements and hereditaments, and the absolute estate of inheritance in fee simple, in possession of, or in the last mentioned sixth part, to him the said *S. I.* at or for the price or sum of —, which said several sums of — and —, make toge-

PUR-
CHASERS.It is witnessed
that the said C.
T. and C. I.
revoke.

ther the sum of —, to be paid by the said *S. I.* in the proportions aforesaid, as the consideration for the complete purchase of the absolute estate of inheritance in fee simple, in possession of and in the entirety of the said manors, messuages, cottages, farms, lands, tenements and hereditaments, with their and every of their rights, members and appurtenances. Now therefore this indenture witnesseth, that for enabling the said *C. I.* and *A. I.* to perform and carry into execution the contract and agreement so entered into by them, with the said *S. I.* as aforesaid, they the said *C. I.* and *A. I.* by virtue and in pursuance of the said power or authority, enabling them in that behalf, in such manner as in the said indenture of the — day of — is mentioned with the consent and approbation of the said *V. G.* and *S.* his wife, testified by their being parties to, and signing, sealing and delivering these presents, in the presence of the two credible persons whose names are or are intended to be hereon wrote, or indorsed, as witnesses attesting the same, have revoked, determined, and made void, and by this present deed in writing, sealed and delivered by them the said *C. I.* and *A. I.* in the presence of the two credible witnesses whose names are, or are intended to be, hereon wrote or indorsed, as witnesses attesting the same, do, with the consent and approbation of the said *V. G.* and *S.* his wife, testified in manner aforesaid, revoke, determine, and make void all and every the uses, estates, trusts, powers, provisos, limitations and agreements, in and by the said indenture of the — day of —, —, limited, created, declared, expressed and contained (other than and except the powers intended to be hereby executed), of or concerning the fourth part or share in the same indenture mentioned to be thereby granted and released unto them the said *C. I.* and *A. I.* and their heirs, of

**PUR-
CHASERS.**

Contract for
sale of one
fourth part.

Contract for
sale of five-
sixth parts of
a moiety.

Contract for
one sixth part.

tioned and described, (parts of the manors, messuages, lands and hereditaments, of which the said *R. B.* died so seised as aforesaid) and the absolute estate of inheritance in fee simple, of and in the same fourth part, at or for the price or sum of —, and the said *C. R.* hath also contracted and agreed with the said *S. I.* for the sale to him of one fourth part or share, of and in the said manors, messuages, cottages, farms, lands, tenements and hereditaments, and the absolute estate of inheritance in fee simple, in possession of and in the said last mentioned fourth part, at or for the like price or sum of —, and the said *O. P.* and *X. Y.* have, with the consent and approbation of the said *B. S. Q. A. D. L. P. M.* and *S.* his wife, *P. M. T. U.* respectively testified by their being parties to, and severally sealing and delivering these presents, likewise contracted and agreed with the said *S. I.* for the sale to him of five-sixth parts of a moiety or half part of the same manors, messuages, cottages, farms, lands, tenements, and hereditaments (which are parts of the manors, messuages, lands and hereditaments, whereof the moiety or half part was, by the said indenture of the — day of —, and the fines levied in pursuance thereof, so conveyed and assured, unto and to the use of the said *O. P. T. R.* and *X. Y.* their heirs, and the absolute estate of inheritance in fee simple in possession of and in the said five-sixth parts of a moiety; at and for the prices or sum of —, being the best price that could be had or gotten for the same; and the same *S. I.* hath also contracted and agreed with the said *S. I.* for the sale of his one-sixth part of the aforesaid moiety, or half part of the said manors, messuages, cottages, farms, lands, tenements and hereditaments, and the absolute estate of inheritance in fee simple, in possession of, or in the last mentioned sixth part, to him the said *S. I.* at or for the price or sum of —, which said several sums of — and —, make toge-

ther the sum of —, to be paid by the said *S. I.* in the proportions aforesaid, as the consideration for the complete purchase of the absolute estate of inheritance in fee simple, in possession of and in the entirety of the said manors, messuages, cottages, farms, lands, tenements and hereditaments, with their and every of their rights, members and appurtenances. Now therefore this indenture witnesseth, that for enabling the said *C. I.* and *A. I.* to perform and carry into execution the contract and agreement so entered into by them, with the said *S. I.* as aforesaid, they the said *C. I.* and *A. I.* by virtue and in pursuance of the said power or authority, enabling them in that behalf, in such manner as in the said indenture of the — day of — is mentioned with the consent and approbation of the said *V. G.* and *S.* his wife, testified by their being parties to, and signing, sealing and delivering these presents, in the presence of the two credible persons whose names are or are intended to be hereon wrote, or indorsed, as witnesses attesting the same, have revoked, determined, and made void, and by this present deed in writing, sealed and delivered by them the said *C. I.* and *A. I.* in the presence of the two credible witnesses whose names are, or are intended to be, hereon wrote or indorsed, as witnesses attesting the same, do, with the consent and approbation of the said *V. G.* and *S.* his wife, testified in manner aforesaid, revoke, determine, and make void all and every the uses, estates, trusts, powers, provisos, limitations and agreements, in and by the said indenture of the — day of —, —, limited, created, declared, expressed and contained (other than and except the powers intended to be hereby executed), of or concerning the fourth part or share in the same indenture mentioned to be thereby granted and released unto them the said *C. I.* and *A. I.* and their heirs, of

PUR-
CHASERS.

It is witnessed
that the said *C.*
T. and *C. I.*
revoke.

lect, courts baron, and other courts, perquisites and profits of courts, waifs, estrays, deodands, goods and chattels of felons and fugitives, and felons of themselves, treasure, town-rights, royalties, liberties, franchises, privileges, easements, commodities, and appurtenances whatsoever, to the said manors, messuages, cottages, farms, lands, tenements, hereditaments and premises hereinbefore mentioned, or any of them, belonging or appertaining, or therewith, or with any of them, held, used, occupied, possessed or enjoyed, or accepted, reputed, deemed, taken, or known, as or to be part or parcel thereof, or of any them.

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CHASERS.

AND THIS INDENTURE ALSO WITNESSETH, that in pursuance and performance of the said contract and agreement so entered into by the said *C. I.* and *A. I.* with the said *S. I.* as aforesaid, and for and in consideration of the sum of —, of lawful money of *Great Britain*, to the said *C. I.* and *A. I.* at or immediately before the sealing and delivering of these presents, well and truly paid by the said *S. I.* at the request and by the direction of the said *V. G.* and *S.* his wife, testified in manner aforesaid, upon the trusts in the said recited indenture of the — day of — — —, expressed and declared, of and concerning the money to arise by sale of the fourth part, and hereditaments therein mentioned to be thereby granted and released to the said *C. I.* and *A. I.* and their heirs, the receipt of which said sum of — the said *C. I.* and *A. I.* do hereby acknowledge, and thereof, and of and from the same, and every part thereof, do acquit, release and discharge the said *S. I.* his heirs, executors, administrators and assigns, for ever, by these presents, and the payment whereof the said *V. G.* and *S.* his wife, do hereby acknowledge, and thereof, and of and from every part thereof, do, and each of them doth, acquit, release, and discharge, the said *S. I.*

And this indenture further witnesseth,

that in consideration,

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CRASERS.**

they the said
C. I. and A. I.

his heirs, executors, administrators, and assigns, for ever, by these presents; and also in consideration of the sum of 5 s. by the said *B. A.* to the said *C. I.* and *A. I.* in hand, at or before the sealing and delivering of these presents, well and truly paid, the receipt whereof is hereby acknowledged, they the said *C. I.* and *A. I.* by virtue and in pursuance of the power or authority enabling them thereto, in such manner as in the said last mentioned indenture of the — day of — — is mentioned, and by force and virtue of all and every other powers and authorities, power and authority, given to or vested in them, or in any wise enabling them thereunto, and at the request, and with the consent and approbation of the said *V. G.* and *S.* his wife, testified in manner aforesaid, and by the direction and approbation of the said *S. I.* testified by his sealing and delivering these presents, have limited and appointed, and by this present deed or writing, so sealed and delivered by them the said *C. I.* and *A. I.* as aforesaid, and intended to be attested as aforesaid, do limit and appoint to the use of the said *S. I.* and of *B. A.* and the heirs and assigns of the said *S. I.* for ever. Nevertheless, as to the estate and interest of the said *B. A.* in trust for the said *C. I.* his heirs and assigns, all the said last mentioned fourth part, or share, of and in all the aforesaid manor of —, otherwise —, and the said manors, or reputed manors, of — and —, and of and in all and singular the messuages, cottages, farms, lands, grounds, tenements, hereditaments, and premises hereinbefore described, with their and every of their rights, members and appurtenances, and do hereby, and the said *V. G.* and *S.* his wife, do also hereby declare, direct, and appoint, that the said in part recited indentures of the — and — days of — —, and the fines levied in pursuance thereof,

In far as the same regard or relate to the same hereditaments and premises, or any of them, shall be and enure, and that the last mentioned fourth part or share of all and singular the same hereditaments and premises shall be and remain to the use of the said *S. I.* and *B. A.* and the heirs and assigns of the said *S. I.* for ever; nevertheless as to the estate and interest of the said *B. A.* in the premises, in trust for the said *S. I.* his heirs and assigns. AND THIS INDENTURE LIKEWISE WITNESSETH, that for further effectuating the same contract and agreement, and for the consideration hereinbefore expressed, and also in consideration of the sum of 10 s. of lawful money of Great Britain by the said *S. I.* and *B. A.* to the said *V. G.* and *S.* his wife in hand, at or before the sealing and delivering of these presents, well and truly paid, the receipt whereof is hereby acknowledged, they the said *C. I.* and *A. I.* in pursuance and for the execution of the said power and authority, enabling them in this behalf, in such manner as in the said in part recited indenture of the — day of — — is mentioned, and by force and virtue of all and every other power and powers, authority and authorities, in them, or either of them vested, or to them or either of them given, not only with the consent and approbation, but at the express instance and request of the said *V. G.* and *S.* his wife, testified as aforesaid, have granted, bargained, sold, released, disposed of, and conveyed and confirmed, and by this present deed or writing, so sealed and delivered by them the said *C. I.* and *A. I.* and intended to be attested as aforesaid, do, at the request, and with the consent and approbation of the said *V. G.* and *S.* his wife, testified in manner hereinbefore mentioned, grant, bargain, sell, release, dispose of, and convey and confirm, and the said *V. G.* and *S.* his wife, have, and each of

PUR-
CHASERS.

And this indenture likewise witnesseth.

Consideration.

Release and confirmation.

PUR-
CHASERS.

General words.

them hath, granted, released, ratified, and confirmed, and by these presents do, and each of them doth, grant, release, ratify, and confirm, unto the said *S. I.* and *B. A.* in their actual possession now being, by virtue of a bargain and sale to them thereof, made by the said *C. I. A. I. V. G.* and *S.* his wife, for 5 s. a-piece consideration, by indenture, bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession, and to their heirs, all the said last mentioned fourth part or share of and in all the aforesaid manor of —, otherwise —, and the said manors, or reputed manors, of — and —, and of and in all and every the messuages, cottages, farms, closes, pieces, parcels of land, meadow, pasture, and wood ground, tenements and hereditaments, situate, lying and being, in the parishes of — and — aforesaid, respectively hereinbefore mentioned and described, with their and every of their appurtenances; and all houses, out-houses, edifices, barns, stables, edifices, buildings, yards, gardens, orchards, ways, paths, passages, waters, water-courses, hedges, ditches, mounds, fences, woods, underwoods, and the ground and soil thereof, commons, and common of pasture, and other rights of common, mines, quarries, courts leet, courts baron, and other courts, perquisites and profits of courts, waifs, estrays, deodands, goods and chattels of felons, fugitives and felons of themselves, treasure, trover, rights, royalties, liberties, franchises, privileges, easements, commodities, and appurtenances, whatsoever, to the said manors or manor, or reputed manors, messuages, cottages, farms, lands, grounds,

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tenements, hereditaments, and premises, hereinbefore mentioned and described, or any of them belonging, or appertaining, or therewith, or with any of them held, used, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known, as or to be part or parcel thereof, or of any of them, To HAVE AND TO HOLD all the said To hold.

fourth part or share hereinbefore mentioned to be hereby granted, bargained, sold, released, disposed of, conveyed, and confirmed, of and in all and singular the manor or manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, hereditaments, and premises, hereinbefore mentioned and described, with their rights, members, and appurtenances, unto the said *S. I.* and *B. A.* their heirs and assigns, To the use of the said *S. I.* and *B. A.* and the heirs and assigns of the said *S. I.* for ever, nevertheless, as to the estate and interest of the said *B. A.* in trust for the said *S. I.* his heirs and assigns, and to, and for and upon no other use, trust, intent, or purpose, whatsoever; and the said *C. I.* for himself, his heirs, executors, administrators, and assigns, and the said *A. T.* for himself, his heirs, executors, and administrators, do, and each of them doth severally and respectively, and not jointly, or the one for the other of them, or for the acts, deeds, heirs, executors, or administrators, of the other of them, but each of them for himself and his own acts, deeds, heirs, executors, and administrators, only, covenant and declare, to and with the said *S. I.* his heirs and assigns, by these presents, that they the said *C. I.* and *A. I.* or either of them, have not, at any time heretofore, executed the aforesaid powers or authorities, or any of them, or made, done, committed, or executed, or willingly or willingly permitted or suffered any act, deed, matter, or thing, whatsoever, whereby or

Covenant that there has been no prior appointment, and for the title.

PUR-
CHASERS.

wherewith, or by reason whereof the said fourth part or share hereinbefore mentioned to be hereby granted, bargained, sold, released, disposed of, and conveyed, of and in the said manor and manors, reputed manors, messuages, cottages, farms, lands, tenements, and hereditaments, hereinbefore mentioned and described, or any of them, or any part thereof, is, or may, can, or shall be any ways impeached, charged, affected, or incumbered, in title, estate, or otherwise howsoever; and the said *G. W.* for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and with the said *S. I.* his heirs and assigns, by these presents, in the manner following, (that is to say,) that for and notwithstanding any act, deed, matter, or thing, whatsoever, by them the said *G. W.* and *S. I.* his wife, or either of them, or the said *C. I. A. I.* any or either of them, or by the said *O. C.* or the said *fir N. O.* made, done, committed, executed, or permitted, or suffered to the contrary, the said *C. I.* and *A. I.* now have in themselves good right, full power, and lawful and absolute authority to grant, bargain, sell, dispose of, and convey, all the said fourth part hereinbefore mentioned to be by them granted, bargained, sold, disposed of, and conveyed, of and in the said manor or manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, and hereditaments, hereinbefore mentioned and described, with the appurtenances, to the use of the said *S. I.* and *B. A.* and the heirs and assigns of the said *S. I.* for ever, as to the estate and interest of the said *B. A.* in trust for the said *S. I.* his heirs and assigns, in manner aforesaid, according to the true intent and meaning of these presents, and also that it shall and may be lawful to and for the said *S. I.* his heirs and assigns, from time to time,

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CHASERS

and at all times for ever hereafter, peaceably and quietly to enter, upon, and to have, hold, and enjoy, the said fourth part of and in all and singular the said manor or manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, and hereditaments, with their appurtenances, and receive and take the rents, issues, and profits thereof, to and for his and their own use, without any let, suit, trouble, interruption, or disturbance, whatsoever, of, from, or by the said G. W. and S. his wife, C. I. and A. I. or any of them, or any of their heirs, or any other person or persons whomsoever, lawfully claiming, or to claim, at law or in equity, by, from, through, or under them, or any of them, or by, from, through, or under the said O. C. or the said sir N. O. by, from, through, or under their, or any of their right, title, estate, or interest; and that free and clear, and freely, clearly, and absolutely acquitted, exonerated, and discharged, or by the said G. W. and S. his wife, or one of them, their or one of their heirs, executors, or administrators, effectually saved, defended, kept harmless, and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, jointures, dowers, right and title of dower, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, rents, arrears of rent, annuities, legacies, debts of record, debts due to the king's majesty, and of, and from and against all former and other rights, titles, charges, and incumbrances, whatsoever, made, done, committed, or executed, or permitted, or suffered, by the said G. W. and S. his wife, C. I. and A. I. or any of them, or by the said O. C. or the said sir N. O. or any person or persons lawfully claiming, by, from, through, under, or in trust for them, or any of them, or by, through, or with

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Except.

their or any of their acts, deeds, means (a), consent, procurement, default, or privity, except a certain lease, or agreement for a lease of the farm called —, part of the said land and premises to L. I. deceased, for a term of — years, from *Lady Day* —, at the yearly rent of £ —, and a lease, or agreement for a lease of a farm called —, other part of the said lands and premises, to Q. Q. for a term of — years, from *Michaelmas* —, at the yearly rent of £ —, out of which rent £ —, or thereabouts, is in every year paid or allowed for tithes of land, in the parish of —, and which rents are to be received by the said S. I. his heirs and assigns, from the — day of — last, also except the yearly rent of £ —, payable to the rector of — aforesaid, for — acres of land lying in the aforesaid close, called —, as the same shall grow due from the — day of —, but not to any arrears of rent; and also except the yearly quit-rent, or payment of £ —, to the lord of the manor of —, in the said county of —, and the yearly quit-rent or payment of — to the lord of the manor of —, in the county of —, as the same several yearly rents shall respectively grow due, from the feast of *St. Michael* last past, but not to any arrears thereof. AND, moreover, that they the said G. W. and S. his wife, C. I. and A. I. and their respective heirs, and all and every other person and persons whomsoever, (having or lawfully claiming, or who shall or may hereafter claim any estate, right, title, or interest, at law or in equity, of, into, or out of the aforesaid manor or manors, or reputed manors, messuages, cottages, farms, lands, grounds, tene-

(a) Vide *Palmer* 339, 340. 2 *Roll. Rep.* 286, 287. *Cr. Jo.* 657. *Lilley Conv.* 36.

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CHASERS.

ments, hereditaments, and premises, or any of them, or any part or parts thereof, by, from, through, or under the said *G. W.* and *S.* his wife, or either of them, or by, from, through, or under the said *O. C.* or the said *fir N. O.* deceased, or by, from, through, or under their or any of their right, title, estate, or interest,) shall and will, at any time or times hereafter, upon the request, and at the costs and charges of the said *S. I.* his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other acts, deeds, matters, things, conveyances, and assurances, in the law whatsoever, for the further, better, more perfect, and absolute granting, conveying, and assuring the said fourth part mentioned to be hereby granted and released, of and in all the said manor, manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, hereditaments, and premises, with the appurtenances, unto and to the use of the said *S. I.* his heirs and assigns, or in such other manner as he or they shall direct or appoint, as by the said *S. I.* his heirs or assigns, or his or their counsel in the law, shall be reasonably devised, or advised and required, so as no such further conveyance or assurance contain any further or other covenant or warranty, than against the person or persons who shall be required to make or execute the same, and his, her, or their heirs, executors, and administrators acts and deeds, and the acts and deeds of his, her, or their ancestors only, and so as for the making or doing thereof, no person be compelled or compellable to travel or go from his or her dwelling-house or place of abode.

AND this Indenture further witnesseth, that in pursuance and performance of the contract and agreement so entered into by the said *C. R.* with

And this indenture further witnesseth.

PUR-
CHASERS.

Transfer.

the said *S. I.* as aforesaid, and for and in consideration of the said sum of —, of lawful money of *Great Britain*, to the said *C. K.* well and truly paid by the said *S. I.* at or immediately before the sealing and delivering these presents, the receipt of which said sum of —, the said *C. K.* doth hereby acknowledge, and thereof, and of and from the same, and every part thereof, doth acquit, release, and discharge the said *S. I.* his heirs, executors, administrators, and assigns, for ever, by these presents, and also in consideration of the sum of 5s. of like lawful money of *Great Britain*, by the said *B. A.* to the said *K. C.* in hand, at or before the sealing and delivery of these presents well and truly paid, the receipt whereof is hereby acknowledged, she the said *C. K.* hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, (a) bargain, sell, alien, release, and confirm, unto the said *S. I.* and *B. A.* (in their actual possession now being by virtue of a bargain and sale thereof to them made by the said *C. K.* in consideration of 5s. by indenture bearing date the day next before the day of the date of these presents, for the term of — years, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession,) and their heirs, all that undivided fourth part or share of her the said *C. K.* of and in the aforesaid manor of —, otherwise —, and the said manors, or reputed manors of — and —, and of and in all and every the messuages, cottages, farms, closes, pieces and parcels of land, meadow, pasture, and wood-ground, farms, tene-

(a) See *2 Saund. Uses and Trusts*, 47.

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CHASES.

General words.

ments, and hereditaments, situate, lying, and being in the parishes of ——— and ——— aforesaid, respectively, hereinbefore mentioned and described, and in all houses, out-houses, barns, stables, edifices, buildings, yards, gardens, orchards, ways, paths, passages, waters, water-courses, hedges, ditches, mounds, fences, woods, under-woods, and the ground and soil thereof, commons, and common of pasture, and other rights of common, mines, quarries, courts-leet, courts-baron, and other courts, perquisites, and profits of courts, waifs, estrays, deodands, goods and chattels of felons and fugitives, and felons of themselves, treasures, trover, rights, royalties, liberties, franchises, privileges, easements, commodities, and appurtenances, whatsoever, to the said manor and manors, or reputed manors, messuages, cottages, farms, land, grounds, tenements, and hereditaments, hereinbefore mentioned and described, or any of them belonging or appertaining, or therewith, or with any of them held, used, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known as or to be part or parcel thereof, or of any of them, and the reversion and reversions, remainder and remainders, rents, issues, and profits (a) of the same fourth part or share of and in the said manor and manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, and hereditaments; and all the estate, right, title, interest, property, claim, and demand whatsoever, of her the said C. K. as well in equity as at law, of and into, and out of the afore-

(a) These words not *necessary* in a deed, but usual, for they pass by the grant of the reversion as incident thereto; and they would pass by the word *interest* used in the next sentence, which would carry the rent divided from the reversion. *Moore* 526.

**PUR-
CHASERS.**

To hold.

**Covenants
for title.**

saïd manor and manors, or reputed manors, messuages, cottages, farms, land, grounds, tenements, and hereditaments, every or any of the same. To HAVE AND TO HOLD the saïd fourth part or share hereinbefore by the saïd C. K. granted and released, or mentioned, or intended so to be, and in the saïd manor or manors, or reputed manors, messuages, cottages, farms, land, grounds, tenements and hereditaments hereinbefore mentioned and described, with their appurtenances, unto the saïd S. I. and B. A. their heirs and assigns, to the use of the saïd S. I. and B. A. and the heirs and assigns of the saïd S. I. for ever, nevertheless as to the estate and interest of the saïd B. A. in trust for the saïd S. I. his heirs and assigns, and to, for, or upon no other use, trust, intent or purpose whatsoever; and the saïd C. K. for herself, her heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the saïd S. I. his heirs and assigns, by these presents, in the manner following, that is to say, that for and notwithstanding any act, matter, or thing whatsoever, by her the saïd C. K. and by the saïd C. M. or the saïd sir N. O. made, done, committed, or executed, or permitted or suffered to the contrary, she the saïd C. K. at the time of the sealing and delivery of these presents, is, and standeth, lawfully, rightfully, and absolutely seised of, or well and sufficiently intitled unto the fourth part hereinbefore mentioned, to be by her the saïd C. K. granted and released, of, and in all and singular the saïd manor and manors, reputed manors, messuages, cottages, farms, land, grounds, tenements and hereditaments, with their appurtenances, of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, in possession, without any manner of condition, contingent, proviso, power, limitation of any use

PUR-
CHASERS.

ny other restraint, matter, cause, or ever, to alter, change, charge, defeat, revoke or make void the same. And notwithstanding any such act, matter, as aforesaid, she the said *K. C.* now hath of herself good right, full and lawful, and absolute authority, to grant, bargain, sell and release the said fourth part hereinbefore mentioned, to her granted, bargained, sold and released, in all the said manor and manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements and hereditaments hereinbefore mentioned and described, with their appurtenances, to the use of the said *S. I.* and *B. A.* and the heirs and assigns of the said *S. I.* for ever, as to the estate and interest of the said *B. A.* in trust for the said *S. I.* his heirs and assigns, in manner aforesaid, and according to the true intent and meaning of these presents. And also that it shall and may be lawful to and for the said *S. I.* his heirs and assigns, from time to time, and at all times for ever hereafter, peaceably and quietly to enter into and upon, and have, hold and enjoy, all the same fourth part of and in the said manor and manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements and hereditaments, with their appurtenances, and receive and take the rents, issues and profits thereof, to and for his and their own use and benefit, without any let, suit, trouble, interruption or disturbance whatsoever, of, from, or by the said *C. K.* or her heirs, or any other person or persons whomsoever, claiming or to claim, either at law or in equity, by, from, through, or under her, or by, from, through, or under the said *C. M.* or the said sir *N. O.* or by, from, or under his or their, or any of their right, title, estate and interest, and that free and clear, and freely, clearly, and absolutely acquitted, exonerated and

PUR-
CHASERS.

To hold.

Covenants
for title.

faid manor and manors, or reputed manors, messuages, cottages, farms, land, grounds, tenements, and hereditaments, every or any of them, To HAVE AND TO HOLD the said fourth part or share hereinbefore by the said C. K. granted and released, or mentioned, or intended so to be, of and in the said manor or manors, or reputed manors, messuages, cottages, farms, land, ground, tenements and hereditaments hereinbefore mentioned and described, with their appurtenances, unto the said S. I. and B. A. their heirs and assigns, to the use of the said S. I. and B. A. and the heirs and assigns of the said S. I. for ever, nevertheless as to the estate and interest of the said B. A. in trust for the said S. I. his heirs and assigns, and to, for, or upon no other use, trust, intent or purpose whatsoever; and the said C. K. for herself, her heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said S. I. his heirs and assigns, by these presents, in the manner following, that is to say, that for and notwithstanding any act, matter, or thing whatsoever, by her the said C. K. and by the said C. M. or the said sir N. O. made, done, committed, or executed, or permitted or suffered to the contrary, she the said C. K. at the time of the sealing and delivery of these presents, is, and standeth, lawfully, rightfully, and absolutely seised of, or well and sufficiently intitled unto the fourth part hereinbefore mentioned, to be by her the said C. K. granted and released, of, and in all and singular the said manor and manors, reputed manors, messuages, cottages, farms, land, grounds, tenements and hereditaments, with their appurtenances, of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, in possession, without any manner of condition, contingent, proviso, power, limitation of any use

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CHASERS.

or uses, or any other restraint, matter, cause, or thing whatsoever, to alter, change, charge, defeat, incumber, revoke or make void the same. And that for and notwithstanding any such act, matter, or thing as aforesaid, she the said *K. C.* now hath in herself good right, full and lawful, and absolute authority, to grant, bargain, sell and release the said fourth part hereinbefore mentioned, to be by her granted, bargained, sold and released, of and in all the said manor and manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements and hereditaments hereinbefore mentioned and described, with their appurtenances, to the use of the said *S. I.* and *B. A.* and the heirs and assigns of the said *S. I.* for ever, as to the estate and interest of the said *B. A.* in trust for the said *S. I.* his heirs and assigns, in manner aforesaid, and according to the true intent and meaning of these presents. And also that it shall and may be lawful to and for the said *S. I.* his heirs and assigns, from time to time, and at all times for ever hereafter, peaceably and quietly to enter into and upon, and have, hold and enjoy, all the same fourth part of and in the said manor and manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements and hereditaments, with their appurtenances, and receive and take the rents, issues and profits thereof, to and for his and their own use and benefit, without any let, suit, trouble, interruption or disturbance whatsoever, of, from, or by the said *C. K.* or her heirs, or any other person or persons whomsoever, claiming or to claim, either at law or in equity, by, from, through, or under her, or by, from, through, or under the said *C. M.* or the said *sir N. O.* or by, from, or under his or their, or any of their right, title, estate and interest, and that free and clear, and freely, clearly, and absolutely acquitted, exonerated and

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discharged, by the said *C. K.* his heirs, executors, or administrators, saved, defended, kept harmless, and indemnified of, from, and against, all and all manner of former and other gifts, grants, bargains, sales, mortgages, jointures, dowers, right and title of dower, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, rents, arrears of rent, annuities, legacies, debts of record, debts due to the king's majesty, and of, and from, and against, all former and other rights, titles, charges and incumbrances whatsoever, had, made, done, committed or executed, or permitted or suffered, by the said *C. K.* or by the said *O. C.* or the said sir *N. O.* or any person lawfully claiming, by, from, through, or under or in trust for them, or any of them, or by, from, through, or with her, their, or any of their acts, deeds, means, consent, procurement, default or privity, except as in the covenants of the said *V. G.* hereinbefore contained is excepted, but not further or otherwise. And moreover, that she the said *C. K.* and her heirs, and all and every other person or persons whomsoever, having or lawfully claiming, or who shall or may hereafter have, or lawfully claim, any estate, right, title, or interest, at law or in equity, of, in, to, or out of the aforesaid manor, manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, hereditaments and premises, or any of them, or any part or parts thereof, by, from, through, or under the said *C. K.* or by, from, through, or under the said *O. C.* or the said sir *N. O.* deceased, or by, from, through, or under their, or any of their right, title, estate and interest, shall and will, at any time or times hereafter, upon the request, and at the costs and charges of the said *S. I.* his heirs or assigns, make, do, acknowledge, levy, suffer and execute, or cause and procure to be made,

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done, acknowledged, levied, suffered and executed, all and every such further and other acts, deeds, matters, things, conveyances and assurances in the law whatsoever, for the further, better, and more perfect and absolute granting, conveying and assuring, the last mentioned fourth part of and in all the said manor, manors, or reputed manors, messuages, cottages, farms, lands, tenements and hereditaments, unto and to the use of the said *S. I.* his heirs and assigns, or as he or they shall direct or appoint, as by the said *S. I.* his heirs or assigns, or his or their counsel in the law shall be reasonably devised, or advised and required, so as no such further conveyance or assurance contain any further or other covenant or warranty, than against the person or persons who shall be required to make or execute the same, and his, her, and their heirs, executors, or administrators acts and deeds, and the acts and deeds of his, her, and their ancestors only, and so as for the doing or making thereof, no person be compelled or compellable to travel or go above — miles from his or her dwelling house, or place of abode. And this indenture further witnesseth, that in pursuance and performance of the contract and agreement so entered into, by the said *O. P.* and *X. Y.* with the said *S. I.* as hereinbefore is mentioned, and for and in consideration of the sum of —, of lawful money of *Great Britain*, (being three fifth parts of the aforesaid sum of —, to the said *O. P.* and *X. Y.* at or immediately before the sealing and delivering of these presents, well and truly paid by the said *S. I.* (at the request, and by the direction and appointment of the said *B. S. Q. A.* and *D. L.* testified by their being parties to, and severally sealing and delivering of these presents. And in consideration of the further sum of —, of such lawful money as aforesaid, (being one other fifth part of the said

And this indenture witnesseth.

Consideration.

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sum of —, by the said *S. I.* to the said *O. P.* and *X. Y.* at or immediately before the sealing and delivery of these presents well and truly paid, as well with the privity, consent and approbation of the said *D. L.* and *W. S.* the aforesaid trustees, (under the settlement made upon the marriage of the said *M. P.* with the said *S.* his wife, of the money to arise by sale of the share of the said *P. S.* in the real estates late of the said sir *N. O.* and *H. N.* respectively) as at the request, and by the direction and appointment of the said *P. M.* and *S.* his wife, testified by their respectively being parties to, and their severally sealing and delivering these presents; and also in consideration of the further sum of —, of like lawful money (being the remaining fifth part and residue of the said sum of —) by the said *S. I.* to the said *O. P.* and *X. Y.* at or immediately before the sealing and delivery of these presents, well and truly paid, as well with the privity, consent, and approbation of the said *D. L.* and *P. M.* the aforesaid trustees, under the settlement made upon the marriage of the said *P. I.* since deceased, with the said *P. M.* of the money to arise by the sale of the share of the said *P. M.* in the real estates late of the said sir *N. O.* and *N. H.* respectively, as at the request, and by the direction and appointment of the said *P. M.* testified in like manner, the receipts of which said several and respective sums of — and —, making together the said sum of —, the said *O. P.* and *X. Y.* do hereby acknowledge, and of and from the same, and every part thereof, do, and each of them doth, acquit, release, and discharge the said *S. I.* his heirs, executors, administrators and assigns for ever, by these presents, and the payment of which said several sums of — and —, by the said *B. S. Q. A. P. M. D. L. P. M.* and *S.* his wife, and *T. U.* do hereby respectively acknowledge, and thereof, and of

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and from every part thereof do severally and respectively acquit, release and discharge the said *S. I.* his heirs, executors, administrators and assigns, for ever, by these presents; and also in consideration of the sum of —, of lawful money aforesaid, by the said *B. A.* to every of them the said *O. P. X. Y. B. S. Q. A. P. M. D. L.* and *A.* his wife, *P. M.* and *S.* his wife, and *T. U.* in hand at or before the sealing and delivery of these presents, well and truly paid, the receipt whereof is hereby acknowledged, they the said *O. P.* and *X. Y.* at the request and by the direction of the said *B. S. Q. A. D. L.* and *A.* his wife, *P. M.* and *S.* his wife, *O. P.* and *T. U.* so testified as aforesaid, have, and each of them hath, granted, bargained, sold, aliened, released and confirmed, and by these presents do, and each of them doth, grant, bargain, sell, alien, release and confirm; and the said *B. S. Q. A. D. L.* and *A.* his wife, *P. M.* and *S.* his wife, *P. M.* by the direction and appointment of the said *P. M.* and *S.* his wife, and *P. M.* with and by the direction and appointment of the said *P. M.* and *S.* his wife, testified as aforesaid, and the said *D. L.* also according to their several estates and interests, have, and every of them hath, granted, released, ratified and confirmed, and by these presents do, and every of them doth, grant, release, ratify and confirm, unto the said *S. I.* and *B. A.* (in her actual possession, now being by virtue of a bargain and sale to them thereof made, by the said *O. P.* and *X. Y.* for — consideration, by indenture bearing date the day next before the day of the date of these presents, for the term of — years, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute, made for transferring uses into possession) and their heirs, five sixth parts of the said undivided moiety or half part

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(the whole of the moiety into six equal parts to be divided) in and by the aforesaid indenture of the — day of —, and the fines levied in pursuance thereof, conveyed and assured unto and to the use of the said *O. P. T. R.* and *X. Y.* and their heirs, of and in the aforesaid manor of —, otherwise —, and the said manor or reputed manors of — and —, and of and in all and every the messuages, cottages, farms, closes, pieces and parcels of land, meadow, pasture, wood ground, tenements and hereditaments, situate, lying and being, in the parishes of — and — aforesaid, respectively hereinbefore mentioned and described, and all houses, outhouses, barns, stables, edifices, buildings, yards, gardens, orchards, ways, paths, passages, waters, water-courses, hedges, ditches, mounds, fences, woods, underwoods, and the ground and soil thereof, commons and common of pasture, and other rights of common, mines, quarries, courts leet, courts baron and other courts, perquisites and profits of courts, waifs, estrays, deodands, goods and chattels of felons and fugitives, and felons of themselves, treasures, trover, rights, liberties, franchises, privileges, easements, royalties, commodities, and appurtenances whatsoever, to the said manor and manors, or reputed manors, messuages, cottages, farms, lands, ground, tenements and hereditaments hereinbefore mentioned and described, or any of them, belonging or appertaining, or therewith or with any of them held, used, occupied, possessed and enjoyed, or accepted, reputed, deemed, taken or known, as or to be a part or parcel thereof, or of any of them, and the reversion and reversions, remainder and remainders, rents, issues and profits of the said five-sixth parts or shares of the same moiety, of and in the said manor and manors, or reputed manors, messuages, cottages, farms, land, grounds, tenements and hereditaments, and all the estate,

General words.

right, title, interest, property, claim and demand whatsoever, as well in equity as at law, of them the said *O. P. X. Y. B. S. Q. A. D. L. and A.* his wife, *P. M.* and *S.* his wife, *P. M.* and *T. U.* of, in, and to the said manor or manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, hereditaments and premises, PUR-
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every or any of them, To HAVE and TO HOLD the said five-sixth parts mentioned to be hereby granted and released, of and in the said last mentioned moiety or half part of the said manor and manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements and hereditaments herereinbefore mentioned and described, with their appurtenances, unto the said *S. I.* and *B. A.* their heirs and assigns, to the use of the said *S. I.* and *B. A.* and the heirs and assigns of the said *S. I.* for ever; nevertheless, as to the estate and interest of the said *B. A.* and interest of the said *S. I.* his heirs and assigns, and to and for no other use, trust, intent, or purpose whatsoever; and the said *O. P.* for himself, his heirs, executors, and administrators, and the said *X. Y.* for himself, his heirs, executors, and administrators, do, and each of them doth, severally and respectively, and not jointly, or the one for the other of them, or for the acts, deeds, heirs, executors, or administrators of the other of them, but each of them for himself, and his own acts, deeds, heirs, executors, and administrators only, covenant and declare, to and with the said *S. I.* his heirs and assigns, by these presents, that they the said *O. P.* and *X. Y.* or either of them, have not and hath not, at any time heretofore, made, done, committed, or executed, or wittingly or willingly permitted or suffered any act, deed, matter, or thing whatsoever, whereby or where-with, or by reason or means whereof the five-sixth parts hereinbefore granted and released, or

Habendum.

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mentioned or intended so to be, of the said moiety or half part, of and in the said manor and manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, and hereditaments hereinbefore mentioned and described, or of or in any part thereof, are, is, may, can, or shall be any wise impeached, charged, or incumbered, in title, estate, or otherwise howsoever: AND the said *B. S.* for herself, her heirs, executors, and administrators, and for the estate, right, title, quiet enjoyment, and further assurance, of one of the five-sixth parts of the last-mentioned moiety of the said hereditaments and premises; and the said *Q. A.* for herself, her heirs, executors, and administrators, and for the estate, right, title, quiet enjoyment, and further assurance, of one other of the said five-sixth parts, and the said *D. L.* for himself, his heirs, executors, and administrators, and for the estate, right, title, quiet enjoyment, and further assurance, of another of the said five-sixth parts; and the said *O. P.* for himself, his heirs, executors, and administrators, and for the estate, right, title, quiet enjoyment, and further assurance, of another of the said five-sixth parts; and the said *O. P.* for herself, her heirs, executors, and administrators, and for the estate, right, title, quiet enjoyment, and further assurance, of another of the said five-sixth parts, do, and each and every of them doth, severally, but not jointly, covenant, promise, grant, and agree, to and with the said *S. I.* his heirs and assigns, by these presents, in the manner following, (that is to say,) that, for and notwithstanding any act, deed, matter, or thing whatsoever, by them the said *B. S. Q. A. D. L.* and *A.* his wife, *O. P.* and *S.* his wife, *O. P. M. P. R. T.* and *X. Y.* or any of them, or by the said *T. R.* or by the said *O. C.* or the said *N. O.* or the said *N. H.* made, done, committed, or executed, or permitted or suffered to the contrary,

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they the said *M. P.* and *X. Y.* now have, in themselves, good right, full power, and lawful and absolute authority to grant, bargain, sell, and release, all the said five-sixth parts or shares hereinbefore mentioned to be hereby granted, bargained, sold, and released, of the said last-mentioned moiety or half part, of and in all the said manor and manors, or reputed manors, messuages, cottages, farms, lands, tenements, and hereditaments hereinbefore mentioned and described, with their appurtenances, to the use of the said *S. I.* and *B. A.* and the heirs and assigns of the said *B. I.* for ever; but as to the estate of the said *B. A.* in trust for the said *S. I.* his heirs and assigns, in the manner aforesaid, according to the true intent and meaning of these presents: AND also, that it shall and may be lawful to and for the said *S. I.* his heirs and assigns, from time to time, and at all times for ever hereafter, peaceably and quietly to enter upon, and have, hold, and enjoy all the said five-sixth parts of the said moiety or half part, of and in the said manor or manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, and hereditaments, with their appurtenances, and receive and take the rents, issues, and profits thereof, to and for his and their own use, without the let, suit, trouble, interruption, or disturbance whatsoever, of, from, or by the said *B. S. Q. A. D. L.* and *A.* his wife, *O. P.* and *S.* his wife, *P. M. N. P.* and *X. Y.* or any of them, their, or any of their heirs, or any other person or persons whomsoever, claiming or to claim, at law or in equity, by, from, through, or under them, or any of them, or by, from, through, or under the said *T. R.* or the said *N. H.* or the said *N. O.* or by, from, through, or under his, their, or any of their right, title, estate, or interest: AND that free and clear, freely and clearly, and abso-

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lutely acquitted, exonerated, and discharged, or by the said *B. S. Q. A. D. L. O. P.* and *P. M.* some or one of them, their, some, or one of their heirs, executors, or administrators, saved, defended, kept harmless, and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, jointures, dower, right and title of dower, uses, wills, intails, statutes, recognizances, judgments, extents, executions, rights, titles, charges, and incumbrances whatsoever, had, made, done, committed, or executed, or permitted or suffered, by the said *B. S. Q. A. D. L.* and *A.* his wife, *O. P.* and *S.* his wife, *O. P. M. P.* and *X. Y.* or any of them, or by the said *T. R.* or the said *N. H.* or the said *N. O.* or by, through, or with their, or any of their acts, deeds, means, consent, procurement, default, or privity, (except as in the covenant of the said *G. W.* hereinbefore contained is excepted,) but not further or otherwise : AND MOREOVER, that they the said *B. S. Q. A. D. L.* and *A.* his wife, *O. P.* and *S.* his wife, *P. M. N. P.* and *X. Y.* and their respective heirs, and all and every person and persons whomsoever, having or lawfully claiming, or who shall or may hereafter claim, any estate, right, title, or interest, at law or in equity, of, in, to, or out of the said last-mentioned moiety, of and in the said manor, manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, and hereditaments, or any of them, or any part or parts thereof, by, from, through, under, or in trust for them, or any of them, or by, from, through, or under the said *T. R.* or the said *N. H.* or the said *N. O.* deceased, or by, from, through, or under his, their, or any of their right, title, estate, or interest, shall and will, from time to time, and at all times hereafter, upon the request, and at the costs and charges of the said

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S. I. his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other acts, deeds, matters, things, conveyances, and assurances in the law whatsoever, for the further, better, and more perfect and absolute granting and conveying and assuring, the said five-sixth parts of one moiety or half part, of and in all the said manor and manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, and hereditaments and premises, with the appurtenances, unto, and to the use of the said *S. I.* his heirs and assigns, or as he or they shall direct or appoint, as by the said *S. I.* his heirs or assigns, or his or their counsel in the law, shall be reasonably devised, or advised and required, so as no such further conveyance or assurance contain any further or other covenant or warranty, than against the person or persons who shall be required to make or execute the same, and his, her, or their heirs, executors, administrators acts and deeds, and the acts and deeds of his, her, and their ancestors only; and so as for the making or doing thereof, no person be compelled or compellable to travel or go above five miles from his or her dwelling-house, or place of abode: AND this indenture moreover witnesseth, that in pursuance and performance of the contract and agreement hereinbefore mentioned, to be entered into by the said *S. I.* with the said *S. I.* and for and in consideration of the sum of —, of lawful money of *Great-Britain*, to the said *S. I.* in hand well and truly paid, by the said *S. I.* at or before the sealing and delivery of these presents, the receipt whereof the said *S. I.* doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, release, and discharge the said *S. I.* his heirs, executors, and admini-

Indenture fur-
ther witnesseth.

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Grant and re-
lease.

General words.

strators for ever, by these presents, and also in consideration of the sum 5s. of like lawful money by the said *B. A.* to the said *S. I.* in hand, at or before the sealing and delivery of these presents, well and truly paid, the receipt whereof is hereby acknowledged, he the said *S. I.* hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm, unto the said *S. I.* and *B. A.* (in their actual possession now being, by virtue of a bargain and sale to them thereof made, by the said *S. I.* for 5s. consideration, by indenture, bearing date the day next before the day of the date of these presents, for the term of one year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession,) and their heirs, all that sixth part hereinbefore mentioned to have been by the said *M. P. T. R.* and *X. Y.* granted and conveyed to the said *S. I.* of one moiety or half part, (the whole of the said moiety into six equal parts to be divided,) of and in all the said manors of —, otherwise —, and the said manors, or reputed manors, of — and —, and of and in all and every the messuages, cottages, farms, closes, pieces and parcels of land, and meadow, pasture, and wood-ground, tenements, and hereditaments, situate, lying, and being in the parish of — and — aforesaid, respectively, hereinbefore mentioned and described, and all houses, out-houses, barns, stables, edifices, buildings, yards, gardens, orchards, ways, paths, passages, waters, water-courses, hedges, ditches, mounds, fences, woods, underwoods, and the ground and soil thereof, commons, and common of pasture, and other rights of common, quarries, courts-leet, courts-baron, and other courts, perquisites and profits of courts, waifs, estrays,

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deodands, goods and chattels of felons and fugitives, and felons of themselves, treasure, trover, rights, royalties, liberties, franchises, immunities, privileges, easements, commodities, and appurtenances whatsoever, to the said manor, manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, and hereditaments hereinbefore mentioned and described, or any of them belonging or appertaining, or therewith or with any of them held, used, occupied, possessed, or enjoyed or accepted, reputed, deemed, taken or known as, or to be part and parcel thereof, or of any part thereof, and the reversion and reversions, remainder and remainders, rents, issues, and profits of the said sixth part or share of one moiety or half part, of and in the said manor, manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, hereditaments, and premises, and all the estate, right, title, interest, property, claim, and demand whatsoever, of him the said *S. I.* of, in, or to the same sixth part or share of the said moiety, of and in the said manor or manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, and hereditaments, every or any of them, To HAVE AND TO HOLD the said sixth part next hereinbefore mentioned to be hereby granted and released, of one moiety or half part, of and in the said manor, manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, and hereditaments hereinbefore mentioned and described, with their appurtenances, unto the said *S. I.* and *B. A.* their heirs and assigns, to the use of the said *S. I.* and *B. A.* and the heirs and assigns of the said *S. I.* for ever; nevertheless, as to the estate and interest of the said *B. A.* in trust for the said *S. I.* his heirs and assigns, and to, for, in, or upon no other use, trust, intent, or purpose whatsoever; and the said *S. I.* for him-

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the title.

self, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said *S. I.* his heirs and assigns, by these presents, that for and notwithstanding any act, matter, or thing whatsoever, by him the said *S. I.* made, done, committed, or wittingly or willingly suffered to the contrary, he the said *S. I.* at the time of the sealing and delivery of these presents, is, and standeth lawfully, rightfully, and absolutely seised of, and well and sufficiently intitled unto the sixth part hereinbefore mentioned to be by him the said *S. I.* granted and released, of one moiety or half part, of and in the said manor and manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, and hereditaments, with their appurtenances, of a good, sure, perfect, absolute, and indefeasible estate of inheritance, in fee-simple in possession, without any manner of condition, contingent, proviso, power of limitation, use or uses, or any other restraint, matter, cause, or thing whatsoever, to alter, change, charge, defeat, incumber, revoke, or make void the same; and that for and notwithstanding any such act, matter, or thing as aforesaid, (he the said *S. I.* now hath, in himself, good right, full power, and lawful and absolute authority to grant, bargain, sell, and release the said sixth part hereinbefore mentioned to be by him granted, bargained, sold, and released, of one moiety or half part, of and in all the said manor and manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, hereditaments, and premises hereinbefore mentioned and described, to the use of the said *S. I.* and *B. A.* and the heirs and assigns of the said *S. I.* for ever; but as to the estate of the said *B. A.* in trust for the said *S. I.* his heirs and assigns, in manner aforesaid, and according to the

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true intent and meaning of these presents; and also, that it shall and may be lawful to and for the said *S. I.* his heirs and assigns, from time to time, and at all times for ever hereafter, peaceably and quietly to enter upon, and have, hold, and enjoy, all the said sixth part hereinbefore mentioned to be by the said *S. I.* granted and released, of one moiety or half part, of and in the said manor, manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, hereditaments, and premises, with their appurtenances, and receive and take the rents, issues, and profits thereof, to and for his and their own use and benefit, without any let, suit, trouble, interruption, or disturbance whatsoever, of, from, or by the said *S. I.* or his heirs, or any other person or persons whomsoever, claiming or to claim, by, from, through, or under him, or by, from, or under his right, title, estate, or interest; and that free and clear, and freely and clearly, and absolutely acquitted, exonerated, and discharged, or by the said *S. I.* his heirs, executors, or administrators, saved, defended, kept harmless, and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, jointure, dowers, right and title of dower, uses, wills, intails, statutes, recognizances, judgments, extents, executions, rents and arrears of rent, estates, titles, charges, and incumbrances whatsoever, had, made, done, committed, or executed, or wittingly or willingly permitted or suffered, by the said *S. I.* or by, through, or with his acts, deeds, means, consent, procurement, default, or privity: (except as is particularly excepted in the covenant of the said *V. G.* hereinbefore contained, but not further, or otherwise,) AND MOREOVER, that he the said *S. I.* and his heirs, and all and every other person

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or persons whomsoever, having or lawfully claiming, or who shall or may hereafter have or claim any estate, right, title, or interest, of, in, to, or out of the aforesaid manor, manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, hereditaments, and premises, or any of them, or any part or parts thereof, by, from, through, or under the said *S. I.* or by, from, through, or under his right, title, estate, or interest, shall and will, at any time or times hereafter, upon the request, and at the costs and charges of the said *S. I.* his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other acts, deeds, matters, or things, conveyances and assurances in the law whatsoever, for the further, better, more perfect, and absolute granting, conveying, and assuring the aforesaid sixth part of the said last-mentioned moiety or half part of and in the said manor, manors, messuages, cottages, farms, lands, grounds, tenements, hereditaments, and premises, unto, and to the use of the said *S. I.* his heirs and assigns; or as he or they shall direct or appoint, and as by the said *S. I.* his heirs or assigns, or his or their counsel shall be reasonably devised, or advised and required, so as no such further assurance contain any further covenant or warranty than against the person or persons, who shall be required to make or execute the same; and his and their heirs, executors, and administrators acts and deeds only, so as for the doing or making thereof, no person be compelled or compellable to travel or go above five miles from his or her dwelling house or place of abode, and the said *V. G.* and *S.* his wife, *C. K. B. S. Q. A. D. L.* and *A.* his wife, *M. Q.* and *S.* his wife, *M. Q.* and

Grant of writings.

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S. T. do and each and every of them doth by these presents, grant unto the said S. I. and his heirs, all deeds, evidences, munements, and writings, touching and concerning the manor, manors, or reputed manors, messuages, cottages, farms, lands, tenements, and hereditaments hereinbefore mentioned and described, or any of them, or any part thereof, (and which do not also relate to other hereditaments of greater value, which they the said V. G. and S. his wife, C. K. B. S. Q. A. D. L. and A. his wife, M. O. and S. his wife, M. O. and S. I. or any of them, have or hath in their or any of their hands, custody or power, or which they or any of them can have or come by, without suit at law or in equity, and true and attested copies of all such other deeds, evidences, munements, and writings touching or concerning the said manor, manors, or reputed manors, messuages, cottages, farms, lands, tenements, hereditaments, or any of them, or any part or parcel thereof, and which relate also to other hereditaments of greater value, such copies as shall be required before, or at the time of the execution of these presents to be made and written at the costs and charges of the several persons respectively and beneficially interested in the originals, and all future copies to be made and written at the costs and charges of the said S. I. his heirs, executors, administrators, or assigns.) AND

Covenant for
production of
title deeds.

Whereas the said hereinbefore recited indentures of lease and release, bearing date respectively, the — and — days of —, and a certain indenture bearing date the — day of the month of —, Between the said C. K. of the one part, and B. H. of —, esq. and the said A. T. of the other part, (whereby the said C. K. covenanted to levy a fine of the said fourth part of the said manors and hereditaments, to the use of her the said C. K. her heirs and assigns, and which fine was levied accordingly,) and the

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said hereinbefore recited indentures of bargain and sale, bearing date the — day of the same month of —, and also the said hereinbefore recited indentures of bargain and sale, bearing date the — day of —, do all relate to, and concern other lands and hereditaments of greater value than the manors and hereditaments hereinbefore mentioned and described jointly with the said manors, and hereditaments, as part or parts thereof, and cannot therefore be delivered up to the said *S. I.* Now therefore the said *V. G.* for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said *S. I.* his heirs and assigns, by these presents, that he the said *V. G.* his heirs, executors, and administrators, or the said *S.* his wife, her heirs, executors, and administrators, shall and will from time to time, and at all times hereafter, at the request, costs, or charges of the said *S. I.* his heirs or assigns, trustee or trustees, produce and show forth, or cause to be produced and shown forth unto the said *S. I.* his heirs or assigns, trustee or trustees, or to his or their, or any of their counsel, solicitor, or agents, or at any trial or hearing in any court or courts of law or equity or upon the examination of witnesses, in or by virtue of any commission from any court of law or equity, or before any committee of the house of commons, or other judicature, or elsewhere, as occasion shall be or require, the said indentures of lease and release of the — and — days of —, whole and uncanceled, (unless prevented by fire or other inevitable accident,) and permit the same there to remain and continue so long as shall be necessary for the evidencing, maintaining, supporting, proving and making out the right, title, estate, property, or possession of him the said *S. I.* his heirs and assigns, trustee or trustees, or any of them, in and to the said manor, manors, or reputed manors, messuages, cottages, farms, lands, grounds,

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production of
other title
deeds.

tenements, and hereditaments hereinbefore mentioned and described, and intended to be hereby conveyed and assured as aforesaid, or any part or part thereof. AND the said *B. S. Q. A. D. L. O. P.* and *O. P.* do hereby severally each for himself and herself, and his and her own heirs, executors, and administrators only, covenant, promise, and agree to and with the said *S. I.* his heirs and assigns, trustee or trustees, that they the said *B. S. Q. A. D. L. O. P. O. P.* and *S. I.* or some or one of them, or some or one of their heirs, executors, administrators, or assigns, shall and will from time to time and at all times hereafter, at the request of the said *S. I.* his heirs or assigns, produce and show forth, or cause to be produced and shown forth, unto the said *S. I.* his heirs or assigns, or to his or their trustee or trustees, or to his or their or any of their counsel, solicitors, or agents, or at any trial or hearing in any court or courts of law, or equity, or in or upon the examination of witnesses, by virtue of any commission from any court of law or equity, or other judicature, or elsewhere, as occasion shall be or require, the said indenture of bargain and sale of the — day of —, whole and uncanceled, (unless prevented by fire or other inevitable accident) and permit the same there to remain and continue so long as shall be necessary for the evidencing, maintaining, supporting, and making out the right, title, estate, property and possession of him the said *S. I.* his heirs and assigns, trustee and trustees, or any of them, in and to the said manor, manors, or reputed manors, messuages, cottages, farms, lands, grounds, tenements, and hereditaments hereinbefore mentioned and described, and intended to be hereby conveyed and assured as aforesaid, or any part or parts thereof. AND the said *C. K.* for herself, her heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree, to and with

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the said *S. I.* his heirs and assigns, that the the said *C. K.* her heirs and assigns, shall and will from time to time, and at all times hereafter, at the request of the said *S. I.* his heirs or assigns, trustee or trustees, produce and show forth, or cause to be produced and shown forth, unto the said *S. I.* his heirs or assigns, or to his or their trustee or trustees, or to his or any of their counsel, solicitors, or agents, or at any trial or hearing in any court or courts of law in equity, or in or upon the examination of any witnesses, by virtue of any commission from any court of law or equity, or other judicature, or elsewhere as occasion shall be or require the said indenture of the — day of — between the said *C. K.* of the one part, and the the said *B. H.* and *T. A.* of the other part, whole and uncanceled, (unless prevented by fire, or other inevitable accident) and permit the same there to remain and continue so long as shall be necessary for the evidencing, maintaining, supporting, proving, and making out the right, and title, estate, property, and possession of him the said *S. I.* his heirs and assigns, trustee and trustees, or any of them, in and to the said manor, manors, or reputed manors, messuages, cottages, farms, lands, tenements, grounds and hereditaments hereinbefore mentioned and described, and intended to be hereby conveyed and assured as aforesaid, or any part or parts thereof, and the said *S. I.* for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree, to and with the said *S. I.* his heirs, and assigns, that he the said *S. I.* his heirs or assigns, shall and will from time to time, and at all times hereafter, at the request of the said *S. I.* his heirs or assigns, trustee or trustees, produce and show forth, or cause to be produced and shown forth, unto the *S. I.* his heirs or assigns, trustee or trustees, or to his or their counsel or agents, or at any trial or

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hearing, in any court or courts of law or equity, or upon the examination of any witnesses, by virtue of any commission, from any court of law or equity, or other judicature or elsewhere, as occasion shall be or require, the said hereinbefore in part recited indenture of bargain and sale, of the — day of —, whole and uncanceled, (unless prevented by fire or other inevitable accident) and permit the same there to remain and continue so long as shall be necessary for the evidencing, maintaining, supporting, proving, and making out the right, title, estate, property, or possession of him the said *S. I.* his heirs and assigns, trustee or trustees, or any of them, in, or to the said manor, manors, or reputed manors, messuages, cottages, farms, lands, tenements, and hereditaments hereinbefore mentioned and described, and intended to be hereby conveyed and assured, as aforesaid, or any part or parts thereof. IN WITNESS whereof the said parties to these presents, have hereunto set their hands and seals the day and year first above written.

Release of a Messuage, Tenement or Farm, by virtue of a Power to Sell, given in Execution of a Power reserved by Deed.

THIS INDENTURE of four parts, made the — day of —, in the — year of the reign of our sovereign Lord George the Third, by the grace of God of *Great Britain, France and Ireland*, king, defender of the faith, and so forth, and in the year of our Lord —, Between *L. X.* of —, in the county of —, esq. and *Q. X.* late of —, in the parish of —, in the said county of —, merchant, of

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CHASERS.**

Recital of a bargain and sale, wherein was contained a power of revocation and sale by T. O.

the first part, *T. O.* of —, in the parish of —, in the county of —, gent. of the second part, *N. O.* of the city of —, master mariner, eldest son and heir of *T. O.* late of —, aforesaid, (since deceased) of the third part, and *T. E.* of —, in the parish of —, esq. of the fourth part. WHEREAS by a certain indenture of bargain and sale, enrolled, bearing date on or about the — day of —, in the year of our Lord —, and made or mentioned to be made between the said *T. O.* the elder, of the one part; and *Q. X.* the elder, of —, aforesaid, in the said parish of —, merchant, and the said *L. X.* of the other part: the several messuages and premises thereafter mentioned and described, and amongst others, the messuage or tenement, lands and hereditaments hereinafter described, and intended to be hereby granted and released, were conveyed and settled to the several uses, and upon the trusts therein mentioned, in which said indenture of bargain and sale there is contained a proviso or condition, that the said *T. O.* the elder, might at any time during his life, by any writing or writings attested by two or more witnesses, or by his will published in the presence of three witnesses, revoke, alter, make void, or change all or any of the uses or trusts thereinbefore limited, created, declared, or raised, of and concerning the said premises, or the money to arise by sale of the same, and by the same writing or writings to be by him signed and sealed and attested as aforesaid, to limit or appoint, any new or other use or uses, trust or trusts, of and concerning the said premises, and the money to arise by sale of the same, or such parts thereof, or concerning which, revocation should be made as aforesaid, as he should think fit.

Other indenture of bargain and Sale.

AND whereas by a certain other indenture of bargain and sale, bearing date on or about the — day of —, in the year of our Lord —, and made or mentioned to be made between the said *T. O.* the

elder, of the one part, and the said *L. X.* and *Q. X.* parties hereto, of the other part, after reciting to the effect hereinbefore recited, it is by the said indenture now in recital witnessed, that the said *T. O.* the elder, by force and virtue of the power and authority to him reserved and given, and of all other powers and authorities to him in any manner saved and reserved by the said recited indenture of bargain and sale of the—day of—, or any wife enabling him thereunto, did by that his deed or writing, under his hand and seal, attested by the two persons whose names were indorsed thereon as witnesses thereunto, revoke, annul, and make void, all and every the use and uses, estate and estates, trust and trusts, which in and by the said recited indenture of bargain and sale, were limited, created, or expressed; of and concerning the said messuage or tenement, lands and hereditaments thereby bargained and sold, and hereinafter particularly described, and intended to be hereby granted and released, or of the money to arise by sale of the same and every part thereof, and did thereby declare the same to be null and void to all intents and purposes. AND it is by the said indenture now in recital, further witnessed, that in consideration of the love and affection which the said *T. O.* had towards his several children therein and herein named, and for conveying and assuring the messuage or tenements, lands and hereditaments thereinafter bargained and sold, limited and appointed, upon the trusts, and to and for the uses, intents, and purposes thereinafter expressed, and for other considerations therein mentioned, he the said *Q. X.* the elder, by force and virtue of the said power, did grant, bargain, sell, limit, and appoint unto the said *L. X.* and *Q. X.* the younger, parties hereto, amongst other lands and premises, all and singular, the messuages, or tenements, lands, and hereditaments therein and here-

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Whereby the
said *T. O.* by
force of said
power revoked
the former uses.

And in confi-
deration of the
love he bore to
his children.

And by force
and virtue of
said power,

Did grant, &c.
to his children
said premises.

Habendum.

**PUR-
CHASERS.**

In trust for the
said Q. X. the
elder.

To sell the
same,

And retain
their costs and
expenses.

And vest the
residue of the
purchase money
in the funds.

With a proviso
that the pur-
chaser shall not
be answerable
for misappli-
cation of the
money.

Their receipts
to be a dis-
charge.

inafter particularly mentioned and described, To hold the same, unto, and to the use of the said L. X. and Q. X. the younger, parties hereto, their heirs and assigns, in trust for the said T. O. the elder, and his assigns, for and during his natural life, and from and after his decease, upon trust, that they the said L. X. and Q. X. the younger, parties hereto, and the survivor of them, and the heirs and assigns of such survivor, should with all convenient speed, after the death of the said T. O. the elder, sell and dispose of the said premises, either together or in parcels, for the best price or prices that could be had or got for the same, and out of the money arising by such sale or sales, should in the first place discharge the costs of them the said trustees attending such sale or sales, or the execution of the several trusts thereby created, or declared, and should place out the residue of the money arising by such sale or sales of their own authority, in the public stocks or funds, or on government or real security, at interest, in the names of the said L. X. and Q. X. the younger, parties hereto, or the survivor of them, his executors or administrators, for the uses, and upon the trusts thereafter mentioned, in which said indenture now in recital, is contained a proviso, that the purchaser or purchasers of the said hereditaments and premises, or any of them, or any part or parcel thereof, his, her, or their heirs or assigns, should not be obliged to see to the application of the money arising by such sale or sales, or any part thereof, or be answerable or accountable for the loss, misapplication or non-application of the money to arise by such sale or sales or any part thereof, and that the receipt or receipts of the said L. X. and Q. X. the younger, parties hereto, or the survivor of them, or the heirs or assigns of such survivor should be a good and sufficient discharge to such purchaser or purchasers, and his, her, or their

heirs, executors, administrators, and assigns, for so much of such purchase money as in such receipt or receipts, should be expressed or acknowledged to be received, as in and by the said in part recited indentures, relation being thereunto respectively had, will more fully and at large appear. AND whereas the said *T. O.* party to the said recited indentures, departed this life, on or about the — day of —, in the year of our Lord —. AND whereas the messuage or tenement, lands, and hereditaments hereinafter particularly mentioned to be hereby granted and released, being part of the premises comprised in the said recited indenture of the — day of —, and limited and appointed to the said *L. X.* and *Q. X.* the younger, parties hereto, in manner aforesaid, were put up to sale by auction by Mr. —, on the — day of —, now last past, and the said *T. E.* was declared the purchaser, thereof, at and for the price or sum of —. Now this indenture witnesseth, that for and in consideration of the said sum of — of good and lawful money of *Great Britain*, to them the said *L. X.* and *Q. X.* the younger, parties hereto, well and truly paid by the said *T. E.* at or immediately before the sealing and delivery hereof, (at the request, and by the direction of the said *T. O.* party hereto, and *N. Q.*) testified by their being parties to, and sealing and delivering these presents,) the payment and receipt of which said sum of —, they the said *L. X.* and *Y. X.* the younger, party hereto, do hereby respectively acknowledge, and thereof, and of and from the same, and every part thereof, do, and each of them doth acquit, release, and discharge the said *T. E.* his heirs, executors, and administrators, for ever, by these presents, and also for and in consideration of the sum of 10s. of like lawful money, to each of them the said *T. O.* and *N. O.* party hereto, in hand also paid by the said *T. E.* (the receipt whereof they do hereby

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Recital of the death of *T. O.* the appointer in the last recited deed. The said messuage or tenement put up to sale by auction.

T. E. declared, the purchaser.

Consideration.

**PUR-
CHASERS.**

Transfer.

**In his possession
being.**

General words.

respectively acknowledge, they the said *L. X.* and *Q. X.* the younger, at the request, and by the direction of the said *T. O.* party hereto, and *N. O.* testified as aforesaid, have, and each of them hath bargained, sold, aliened, and released, and by these presents do, and each of them doth bargain, sell, alien, and release, and the said *T. O.* party hereto, and *N. O.* have, and each of them hath granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents do, and each of them doth, according to his or their respective estates, rights, and interests, and as far as they respectively lawfully can or may, grant, bargain, sell, alien, release, ratify, and confirm unto the said *T. E.* (in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said *L. X.* and *Q. X.* the younger, party hereto, in consideration of 10s. by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession,) and to his heirs, all that farm, messuage, or tenement, situate, lying and being in ———, in the county of ———, late, or some time since in the occupation of *F. C.* and all and singular, the houses, edifices, buildings, barns, stables, yards, orchards, back-sides, arable land, meadow, pasture, common, common of pasture, and hereditaments whatsoever to the same farm, messuage, or tenement, belonging, or used, occupied, or enjoyed, as part, parcel, or member thereof, or as belonging to the same. And also all that cottage or tenement, with the appurtenances, situate and being in ——— aforesaid, late or sometime in the tenure or occupation, &c. of *H. O.*; and also all that cottage or tenement, with the appurtenances, situate and being in — street, in —, aforesaid, late or some time in the tenure or occu-

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CHASERS.

pation of *G. W.*; and also all that close of pasture ground, with the appurtenances, lying and being in or near — in the parish of —, aforesaid, late or sometime in the tenure or occupation of *D. D.* his assignee or assigns; and also all that close of pasture ground, with the appurtenances, situate, lying and being in or near —, in the parish of —, aforesaid, late in the tenure or occupation of *T. Q.* his assignee or assigns, all which said premises are more particularly mentioned and described in certain indentures of lease and release, bearing date the — and — days of —, in the year of our Lord —, the indenture of release, being tripartite, and made between *T. E.* of the first part; *E. X.* daughter of *Q. X.* of the second part; and *F. F. J. W.* and *D. V.* of the third part; being a settlement made on the marriage of the said *F. N.* with the said *N. Q.* and were late in the tenure or occupation of *F. E.* his under-tenants or assigns, but are now in the tenure or occupation of *Q. X.* under or by virtue of a certain indenture of lease, bearing date the — day of — last past, and made, or mentioned to be made between the said *L. X.* and *Q. X.* parties hereto, of the one part, and the said *Q. X.* by his description of *Q. X.* of —, aforesaid, inn-keeper, of the other part, for the term of — years from the — day of —, now last past, under the rent of £—, for the first year, and the yearly rent of £—, for the six last years of the said term, and a further rent of £— over and above the said rents, for every acre of land which should be converted into tillage; and all other the messuages, cottages, lands, tenements, hereditaments, and premises, late of the said *H. H.* the elder, situate, lying, and being in the town, fields, parish, precinct, or hamlet of — aforesaid, and comprised and granted in and by the said last recited indenture of bargain and sale, together with all General words.

**PUR-
CHASERS.**

Together with
all deeds, &c.

Habendum.

To the pur-
chaser in fee.

Covenant that
the trustees
have done no
act to incum-
ber.

houses, out-houses, edifices, building, barns, stables, yards, gardens, ways, paths, passages, waters, water-courses, rights, privileges, commodities, advantages, and appurtenances, whatsoever, to the said messuage or tenement, lands, hereditaments, and premises, belonging, or in any wise appertaining, or accepted, reputed, taken, or known as part, parcel, or member thereof, and the reversion and reversions, remainder and remainders, rents, issues, and profits, of all and singular the same premises, and all the estate, right, title, interest, inheritance, property possession, claim, and demand, whatsoever, of them the said *L. X.* and *Q. X.* the younger, parties hereto, *H. B.* party hereto, and *E. B.* or any or either of them, of, in, or to the same, together with all deeds, evidences, and writings, and copies of deeds, evidences, and writings, touching and concerning the messuage, lands, tenements, hereditaments, and premises, hereby released, alone, or any part thereof alone, which are now in the custody or power of them the said *L. X.* and *Q. X.* the younger, party hereto, *H. B.* party hereto, and *E. B.* or either of them, which they, or any or either of them can or may come by, or procure, without suit at law or equity, To HAVE AND TO HOLD the said messuage or tenement, lands, hereditaments, and all and singular other the premises hereby granted and released, or mentioned, and intended so to be, with their and every of their rights, members, and appurtenances, unto the said *T. E.* his heirs and assigns, to the only use and behoof of the said *T. E.* his heirs and assigns, for ever. And the said *L. X.* and *Q. X.* the younger, parties hereto, for themselves several and respectively, and for their several and respective heirs, executors, and administrators, do hereby covenant, grant, and agree, to and with the said *T. E.* his heirs and assigns, that they the

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CHASERS.

said *L. X.* and *Q. X.* the younger, have not, nor hath either of them, at any time heretofore, made, done, committed, or suffered any act, matter, or thing whatsoever, whereby or by means whereof the said messuage or tenement, lands, hereditaments, and premises, hereby granted and released, or intended so to be, or any of them, or any part thereof, is, are, can, shall, or may be impeached or incumbered in title, charge, estate, or otherwise howsoever, the said indenture of lease of the — day of —, now last past only excepted, and the said *H. B.* for himself, his heirs, executors, and administrators, doth hereby covenant, grant, and agree, to and with the said *T. E.* his heirs and assigns, that he the said *H. B.* hath not, at any time heretofore, made, done, committed, or suffered, any act, matter, or thing, whatsoever, whereby or by means whereof the said messuage or tenement, lands, hereditaments, and premises, hereby granted and released, or intended so to be, or any of them, or any part thereof, is, are, can, shall, or may be impeached, charged, or incumbered, in title, charge, estate, or otherwise howsoever; and the said *H. B.* party hereto, for himself, his heirs, executors, and administrators, doth covenant, promise, and grant, to and with the said *T. E.* his heirs and assigns, by these presents, in manner following, (that is to say,) that they the said *L. X.* and *Q. X.* the younger, *H. B.* party hereto, and *H. E.* or some of them, now are, or one of them is, at or immediately before the sealing and delivery of these presents, lawfully and rightfully seised of and in the said messuage or tenement, lands, hereditaments, and premises, hereinbefore mentioned to be hereby granted and released, or intended so to be, with their and every of their appurtenances, of a good, sure, perfect, absolute, and indefeasible estate of inheritance, in fee simple, in possession, without any

Covenant by
E. B. son of
T. O. the
elder, that he
has done no
act to incum-
ber.

Covenant by
T. O. eldest
son of T. O.
deceased, that
some or one of
the releasees are
seised in fee.

**PUR-
CHASERS.**

And have
power to con-
vey.

Peaceable en-
joyment.

Free from in-
cumbrances.

condition, trust, proviso, limitation of use or uses, power of revocation, or other matter or thing whatsoever, to alter, charge, change, defeat, revoke, or make void, lessen, incumber, or determine the same; ; and also that they the said *L. X.* and *Q. X.* the younger, *H. B.* party hereto, and *H. E.* or some of them, have in themselves, or one of them hath in himself, good right, full power, and lawful and absolute authority to grant, bargain, and sell, release and confirm the said messuage or tenement, lands, hereditaments, and premises, with their and every of their appurtenances, unto the said *T. E.* his heirs and assigns, in manner aforesaid, according to the true intent and meaning of these presents; and also that it shall and may be lawful to and for the said *T. E.* his heirs and assigns, from time to time, and at all times hereafter, peaceably and quietly to have, hold, occupy, possess, and enjoy the said messuage or tenement, lands, hereditaments, and premises, hereby granted and released, or mentioned, and intended so to be, and every part and parcel thereof, with their and every of their appurtenances, and the rents and profits thereof to take and receive to his and their own use and benefit, without the lawful let, suit, denial, interruption, claim, or demand, whatsoever, of, from, or by the said *L. X.* and *Q. X.* the younger, party hereto, and *H. B.* party hereto, and *H. E.* or any of them, or any person or persons claiming or to claim, by, from, under, or in trust for him, them, or any of them, or by, from, or under the said *H. B.* the elder, deceased, and that free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise, by the said *H. B.* party hereto, his heirs, executors, or administrators, well and sufficiently saved, defended, and kept harmless, and indemnified of, from, and against all former and other gifts, grants, bargains,

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CHASERS.**

sales, appointments, dower, and title of dower, intails, mortgages, judgments, statutes, debts, titles, charges, and incumbrances, whatsoever, had, made, done, committed, or suffered, by them the said *L. X. Q. X.* the younger, party hereto, *H. B.* party hereto, and *H. E.* or any of them, or any person or persons lawfully claiming, or to claim, by, from, under, or in trust for him, them, or any of them, or by, from, or under the said *H. B.* the elder, deceased; and also that they the said *L. X. Q. X.* the younger, party hereto, *H. B.* party hereto and *H. E.* and all and every other person or persons having, or lawfully claiming, or who shall or may have, or lawfully claim any estate, right, title, interest, or incumbrance, of, in, to, or out of the said messuage, lands, hereditaments, and premises, hereby granted and released, by, from, under, or in trust for him, them, or any of them, or by, from, or under the said *H. B.* the elder, deceased, shall and will, from time to time, and at all times hereafter, at the reasonable request, and at the costs and charges in the law of the said *T. E.* his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances, in the law whatsoever, for the further, better, more perfect, and absolute granting and assuring all and singular the said messuages, lands, hereditaments, and premises, hereinbefore mentioned, and intended to be hereby granted and released, with the appurtenances, to the use of the said *T. E.* his heirs and assigns, as by the said *T. E.* his heirs and assigns, or his or their counsel learned in the law, shall be reasonably devised, or advised and required, In witness, &c.

for further as-
surance.

PUR-
CHASERS.

Release of Messuages, &c. by Trustees, under an Authority to sell for Payment of Debts, &c.

Parties.

Recital of an
indenture of
mortgage for
— years.

THIS INDENTURE of four parts, made the — day of —, in the — year of the reign of our sovereign lord, *George III.* by the grace of God, &c. and in the year of our Lord —, Between — and — of, &c. of the first part; the rev. *B. F.* of, &c. and *fir K. E.* of, &c. of the second part; *N. O.* and *V. O.* of, &c. aforesaid, spinster, *N. Q.* of, &c. and *M. O.* of, &c. aforesaid, spinster, of the third part; and *H. F.* of, &c. of the fourth part. Whereas by indenture bearing date on or about the — day of —, which was in the year of our Lord Christ —, and made, or expressed to be made between the said *Q. X.* (therein called *L. E.*) of the one part, and *T. L.* of —, in the said county of —, esq. of the other part, it is witnessed, that in consideration of the sum of —, paid to the said *Q. X.* by the said *T. L.* and for securing the repayment thereof, with interest for the same, at the rate, and in manner therein mentioned, the said *Q. X.* did grant, sell, and demise, (amongst others) the hereditaments and premises hereinafter mentioned to be hereby granted and conveyed, or intended so to be, unto the said *T. L.* his executors, administrators, and assigns, from the day next before the day of the date of the said indenture, for and during the term of — years, without impeachment of waste, subject, nevertheless, to a proviso therein contained, for making the said term void, on payment by the said *Q. X.* his heirs, executors, administrators, or assigns, unto the said *T. L.* his executors, administrators, or assigns, of the said sum of —, with interest, at the rate of, and in

manner therein mentioned. AND whereas by an indenture bearing date on or about the — day of —, which was in the year of our Lord —, and made, or expressed to be made between the said *Q. X.* (therein called *L. E.*) of the first part; the said *N. O.* of —, and *V. O.* of the second part; *N. O.* of —, and *M. O.* of the third part; and *R. O.* of —, in the said county of —, (since deceased,) the said *T. O.* and sir *K. E.* bart. therein named *D. E.* of —, in the said county of —, esq. of the fourth part; reciting as therein recited, and also reciting that the said *L. E.* was, by two several bonds, bearing date respectively the — and — days of —, indebted to each of them the said *N. O.* of —, and *V. O.* in the sum of —, and interest for the same at the rate of — per cent. and reciting that the said *L. E.* was also indebted to the said *N. O.* of —, and *M. O.* by two several bonds, bearing date respectively the — day of —, then last in the sum of —, to each of them the said *N. O.* and and *M. O.* with interest for the same at the rate of — per cent. It was witnessed, that for more effectually securing as well the said several sums of — and —, with interest due and to become due for the same, to the said *N. O.* of —, and *V. O.* their executors, administrators, and assigns, respectively, as also the said several sums of — and —, and interest due, and to become due for the same respectively, unto the said *N. O.* of —, and *M. O.* their executors, administrators, and assigns, respectively, and in consideration of the sum of 10s. of lawful money of *Great-Britain*, to the said *Q. X.* paid by the said *R. O. T. O.* and *K. E.* the said *Q. H.* did grant, bargain, and sell, unto and to the use of the said *R. O. B. F.* and sir *K. E.* and their heirs (among others) the hereditaments and premises hereinafter granted and released, or intended so to be, UPON TRUST,

PUR-
CHASERS.Another in-
denture.Reciting two
several bonds.And also two
other bonds.And of con-
veyance of said
estatesto trustees,
upon trust to
sell.

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CHASERS.

And pay said
sum of —,

and the sums
due on bond,

and pay surplus
to vendor,

upon trust to
apply the pro-
fits to keep
down interest.

that they, or the survivors or survivor of them, or the heirs or assigns of such survivor, should, as soon as convenient, (with the consent and approbation of the said *Q. X.* during his life, testified by some deed or deeds, to be executed by him in the presence of, and attested by two or more credible witnesses; and, after his decease, with the proper authority of the trustees or trustee for the time being,) sell, convey and dispose (amongst others) the hereditaments and premises hereinafter mentioned to be hereby granted and conveyed, or intended so to be; and upon trust that they the said *E. R. L. T.* and fir *K. E.* or the survivors or survivor of them, or the heirs or assigns of such survivor, should, out of the money arising by such sale, pay unto the said *T. L.* his executors, administrators, or assigns, the said sum of —, secured to him and them by the said recited indenture of the — day of —, together with interest for the same at the rate therein mentioned; and also to pay the said several sums of — and —, — and —, to the said *N. O.* of —, *D. E. F. C.* of —, and *J. D.* or their respective executors, administrators, or assigns, together with interest for the said several sums respectively; and also to pay and apply the residue (if any) of the money arising by such sale as aforesaid, to the said *Q. X.* his executors, administrators, or assigns, or to such person or persons as he the said *L. E.* should direct or appoint; and upon trust to pay and apply the rents and profits of the said hereditaments and premises, until the same should be sold as aforesaid, in paying and satisfying the interest of the said several sums of —, —, —, —, and —, respectively, and pay the residue (if any) to the said *L. E.* his executors, administrators, or assigns, or to such person or persons as he should order and direct; and it was by the said indenture

now in recital declared by the said parties thereto, that the receipt or receipts of the said trustees or trustee, or the survivors or survivor of them, or the heirs of such survivor, should be effectual discharges to the purchaser or purchasers of the said hereditaments and premises, or any part or parts thereof, for so much of the purchase-money as should be expressed to be received in such receipt or receipts; and that such purchaser or purchasers should not be afterwards answerable or accountable for any loss, misapplication, or non-application thereof. AND whereas, by an indenture of three parts, bearing date on or about the — day of —, which was in the year of our Lord —, and made, or mentioned to be made, between the said *T. L.* of the first part, the said *Q. X.* of the second part, the said *B. F.* and the said sir *K. E.* of the third part, reciting to the effect hereinbefore recited, and also reciting, that the said *E. R.* was then dead, and reciting, that the said principal sum of — then remained due to the said *T. L.* from the said *Q. X.* but that all interest had been paid for the same to the day of the date thereof, IT IS WITNESSED, that in consideration of the said sum of — to the said *T. L.* paid by the said *Q. X.* and also in consideration of the sum of 10s. to the said *T. L.* paid by the said *B. F.* and sir *K. E.* the said *T. L.* (at the request and by the direction of the said *Q. X.* testified as therein mentioned), did assign, surrender, yield, and give up unto the said *B. F.* and sir *K. E.* and their heirs, the said hereditaments and premises comprised in the said recited indenture of the — day of —, —, to the end, intent, and purpose, that the said term of — years should become merged and extinguished in the freehold of the said hereditaments and premises, as in and by the said several in part recited indentures, reference being thereunto respectively had,

PUR-
CHASERS.

Receipt of the
trustees to be a
discharge to
purchaser.

Purchaser not
to be answer-
able for the
misapplication
of money.

Mortgagee did
assign said term.

PUR-
CHASERS. will more fully appear. AND WHEREAS, the said
 ———— *H. F.* hath contracted and agreed with the said
 Contract. *B. F.* and sir *K. E.* with the consent and appro-
 bation of the said *Q. X.* for the absolute purchase
 of the fee simple and inheritance of the heredita-
 ments and premises hereinafter mentioned and
 described, and intended to be hereby granted and
 released at and for the price or sum of ———,
 Consideration. NOW THIS INDENTURE WITNESSETH, that for and
 in consideration of the said sum of ———, of law-
 ful money of *Great Britain*, to the said *B. F.* and
K. E. in hand well and truly paid by the said
H. F. at or before the sealing and delivery of these
 presents, the receipt whereof they do hereby ac-
 knowledge, and of and from the same, and every
 part thereof, do acquit, exonerate, and discharge,
 the said *H. F.* his heirs, executors, administrators
 and assigns, for ever, by these presents; and also,
 in consideration of the sum of 10s. a-piece, of law-
 ful money of *Great Britain*, to the said *Q. X.*
N. O. of —, *D. E. F. C.* of —, and *J. D.* in
 hand well and truly paid by the said *H. F.* at or
 before the sealing and delivery of these presents,
 the receipt whereof they the said *Q. X. N. O.* of
 —, *D. E. F. C.* of —, and *J. D.* do hereby re-
 spectively acknowledge, they the said *B. F.* and
 sir *K. E.* have, and each of them hath, with the
 consent and approbation of the said *Q. X.* testified
 by his being a party to and executing these pre-
 sents, in the presence of the two credible persons
 whose names are intended to be hereupon in-
 dorfed as witnesses hereto, granted, bargained,
 Transfer. fold, aliened and released, and, by these presents,
 do, and each of them doth (with such consent
 and approbation of the said *Q. X.* and testified as
 aforesaid) grant, bargain, sell, alien and release,
 and the said *Q. X. N. O.* of —, *D. E. F. C.* of
 —, and *V. O.* have, and each and every of them
 hath (according to their respective estates and

PUR-
CHASERS.

interests, and as far as they respectively lawfully can or may) granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents do, and each of them doth (according to such their respective estates and interests as aforesaid, and as far as they respectively lawfully can or may) grant, bargain, sell, alien, release, ratify and confirm, unto the said *H. E.* (in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said *B. F.* for *K. E.* and *Q. X.* in consideration of 5 s. a piece; by indenture bearing date the day next before the day of the date of these presents, for one whole year, commencing the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession), and to his heirs, all that messuage or tenement, &c. together with all and singular ways, passages, lights, areas, easements, sheds, rooms, cellars, follars, vaults, shops, chambers, out-houses, buildings, profits, commodities, advantages, and appurtenances, to the said several messuages, or tenements and premises hereinbefore mentioned, and intended to be hereby granted and conveyed, or any of them, or any part or parcel thereof belonging, or in anywise appertaining, or with the same; or any part thereof, usually held, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known, as part, parcel, or member thereof, and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits, of all and singular the said messuages or tenements, hereditaments and premises hereinbefore mentioned, and intended to be hereby granted and released, and of every part and parcel thereof, and all the estate, right, title, use, trust, property, claim, and demand whatsoever, both at law and in equity, of them the said

General words.

**PUR-
CHASERS.**

B. F. fir K. E. Q. X. N.O. of —, D. E. F. C. of —, and I. D. or any, or either of them, of, in, to, or out of, the said messuages or tenements, hereditaments and premises, hereby granted and released, or intended so to be, and of, in, to, or out of, every part and parcel thereof; and also, all deeds, evidences, escripts, muniments, and writings whatsoever, touching or concerning the same messuages or tenements, hereditaments and premises, hereby granted and released, or intended so to be, or any part or parcel thereof now in the custody or possession of the said B. F. fir K. E. and Q. X. or which they, or any or either of them, can come at or obtain, without suit at law or in equity; and true copies of all other deeds, evidences, escripts, muniments or writings, relating to or concerning the said messuages or tenements, hereditaments and premises, hereinbefore mentioned to be hereby granted and released, or any part or parcel thereof, jointly with any other messuages, lands, hereditaments and premises in the custody or possession of the said B. F. fir K. E. and Q. X. or any or either of them, or which they, or any or either of them, can come at or obtain without suit as aforesaid, such copies to be taken and made out at the expence of the said Q. X. his heirs or assigns, To HAVE and TO HOLD the said messuages or tenements, hereditaments and premises hereby granted and released, or mentioned, or intended so to be, with their and every of their appurtenances, unto the said H. E. his heirs and assigns, to the only proper use and behoof of the said H. F. his heirs and assigns, for ever. AND the said B. F. and fir K. E. do hereby, for themselves severally and respectively, and for their several and respective heirs, executors, administrators, and assigns, and not the one for the other of them, but each of them for himself, his heirs,

Habendum.

**Covenant by
trustees that
they have done
no act to in-
cumber.**

PUR-
CHASERS.

executors, administrators, and assigns acts and deeds respectively, covenant and declare, with and to the said *H. E.* his heirs, executors, administrators, and assigns, by these presents, in manner and form following, (that is to say,) that they the said *B. F.* and *fir K. E.* have not, nor hath either of them, nor hath the said *L. R.* deceased, to their or either of their knowledge, made, done, committed, or wittingly or willingly suffered any act, deed, matter or thing, whereby, or by reason or means whereof, the said messuages, tenements, hereditaments and premises hereby granted and released, or mentioned or intended so to be, or any of them, or any part or parcel thereof, is, are, can, shall, or may be impeached, charged or incumbered, in title, trust, estate, or otherwise howsoever. AND the said *N. O.* of —, *V. O.* and *N. O.* of —, and *I. D.* do hereby, for themselves severally and respectively, and for their several heirs, executors and administrators, and not the one for the other of them, but each of them for herself, her heirs, executors and administrators acts and deeds respectively, covenant and declare with him the said *H. E.* his heirs, executors, administrators and assigns, by these presents, in manner and form following (that is to say) that they the said *N. O.* of —, *V. O.* of —, and *I. D.* have not, nor hath, either of them, made, done, committed, or wittingly or willingly suffered, any act, deed, matter or thing, whereby, or by reason or means whereof the said messuages or tenements, hereditaments and premises hereby granted and released, or mentioned or intended so to be, or any of them, or any part or parcel thereof, is, are, can, shall, or may be impeached, charged or incumbered, in title, trust, estate, or otherwise howsoever. And the said *Q. X.* for himself, his heirs, executors and administrators, doth covenant, promise, and agree, to and with the said *H. E.* his heirs,

Covenant by
other parties,
intimating that
they have done
no act to in-
cumber.

PUR-
CHASERS.

Covenant by
vendor, that
parties, or one
of them, is
seised in fee.

executors, administrators and assigns, by these presents, in manner and form following (that is to say) that for and notwithstanding any act, deed, matter or thing, made, done, committed or suffered to the contrary, by him the said *Q. X.* or by any of his ancestors, or by any other person or persons lawfully claiming and to claim, by, from, or under, or in trust for him or them, they the said *B. F.* *fir K. E.* *Q. X.* and *F. C.* of —, *D. E.* and *F. C.* of —, and *I. D.* or some of them, or one of them is, at the time of the sealing and delivery of these presents, lawfully, rightfully, and absolutely seised, of and in the said messuages or tenements, hereditaments and premises hereby granted and released, or mentioned or intended so to be, with their and every of their appurtenances, of a good, sure, perfect and absolute and indefeasible estate of inheritance, in fee simple in possession, without any condition, trust, proviso, limitation of use or uses, power of revocation, or other matter or thing whatsoever, to alter, change, charge, defeat, revoke, make, lessen, incumber or determine the same; and also that for and notwithstanding any such act, deed, matter or thing as aforesaid, they the said *B. F.* *fir K. E.* *Q. X.* and *N. O.* of —, *V. O.* and *N. O.* of —, and *I. D.* now have, or one of them hath, in themselves, himself, or herself, good right, full power, and lawful and absolute authority, to grant, bargain, sell, alien, release and convey the said messuages or tenements, hereditaments and premises hereby granted and conveyed, or mentioned or intended so to be, with their and every of their appurtenances, unto and to the only proper use and behoof of the said *H. E.* his heirs and assigns, according to the true intent and meaning of these presents; and also that it shall and may be lawful, to and for the said *H. E.* his heirs and assigns, from time to time, and at all times hereafter,

Have or hath
good right to
convey.

peaceably and quietly to enter into, have, hold, occupy, possess and enjoy, the said messuage or tenement, hereditaments and premises hereby granted and released, or mentioned or intended to be, with their and every of their appurtenances, and to receive and take the rents, issues and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, eviction or interruption, of or by the said *B. F. sir K. E. Q. X.* and *N. O.* of —, *V. O.* and *N. O.* of —, and *I. D.* or any or either of them, or any or either of their heirs, executors, administrators or assigns, or of or by any other person or persons whomsoever, lawfully claiming, or to claim, any estate, right, title, use, trust or interest, either at law or in equity, of, in, to, or out of the said messuages or tenements, hereditaments and premises, hereby granted and released, or intended so to be, or any of them, or any part or parcel thereof, by, from, or under, or in trust, for them, any or either of them, or by, from, or under or in trust for any of the ancestors of the said *Q. X.* and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *Q. X.* his heirs, executors and administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, right and title of dower, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, rents, arrears of rent, surrenders, forfeitures, re-entries, cause and causes of forfeiture and re-entry, and of and from, and against all and singular other estates, troubles, charges and incumbrances whatsoever, already had, made, done, committed, occasioned, or suffered, or to be hereafter had, made, done, committed, occasioned, or suffered by the said *B. F.*

PUR-
CHASERS.

Peaceable en-
joyment.

Free from in-
cumbrances.

PUR-
CHASERS.

For further
assurance.

for *K. E.* and *N. O.* of —, *V. O.* and *N. O.* of —, *S.* and *I. D.* or any of them, or any or either of their heirs, executors, administrators, respectively, or by any of the ancestors of the said *Q. X.* or by any other person or persons whomsoever, lawfully claiming, or to claim, by, from, or under them, any or either of them, or by or through their or any of their acts, deeds, means, default, consent, privity or procurement, except the said leases hereinbefore mentioned to be granted by the said *Q. X.* to the said *H. F. B. I. V. K. S. I.* and *H. W.* respectively, of the said messuages or tenements, hereditaments and premises hereby granted and released, or mentioned or intended so to be, with their appurtenances. AND further, that they the said for *B. F. K. E. Q. X.* and *N. O.* of —, *V. O.* and *N. O.* of —, *I. D.* and all and every other person or persons, having or lawfully claiming; any estate, right, title, use, trust or interest, either at law or in equity, of, in, to, or out of the said messuages or tenements, hereditaments and premises hereby granted and released, or mentioned or intended so to be, or any of them, or any part or parcel thereof, by, from, or under, or in trust, for them the said *B. F.* for *K. E. Q. X.* and *N. O.* of —, *V. O.* and *N. O.* of —, and *I. D.* or any or either of them, or by, from, under, or in trust, for any of the ancestors of the said *Q. X.* shall and will, from time to time, and at all times hereafter, at the reasonable request, and at the proper costs and charges in the law, of the said *H. E.* his heirs, executors, administrators or assigns, make, do, acknowledge, levy, suffer and execute, or cause and procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable act and acts, deeds, conveyances and assurances in the law whatsoever, for the further, better, more

perfect, and absolute granting, conveying and assuring the said messuages or tenements, hereditaments and premises hereinbefore mentioned to be hereby granted and released, or intended so to be, with their and every of their appurtenances, unto and to the use of the said *H. E.* his heirs and assigns, as aforesaid, be the same by fine or fines, common recovery, or common recoveries, or any other conveyance or assurance in the law whatsoever, as by the said *H. E.* his heirs or assigns, his or their counsel learned in the law, shall be reasonably advised, devised, and required. IN WITNESS, &c.

PUR-
CHASERS.

Conveyance by Mortgagor and Mortgagees, in fee to a Purchaser, Mortgagees consenting that their Money shall remain on the Estate, on having a Term of Years to secure the same.

THIS INDENTURE of four parts, made between *D. D.* and other mortgagees in fee, of the first part, *A. E.* mortgagor, of the second part, *B. T.* purchaser, of the third part, and *T. W.* of the fourth part. WHEREAS [reciting mortgage, and what then remained due on such mortgage.] AND whereas the said *D. D.* hath contracted and agreed with the said *A. E.* for the absolute purchase of the said piece or parcel of land or ground, theatre and dwelling house, hereditaments and premises hereinbefore recited or mentioned, and hereinafter mentioned, and intended to be hereby granted and released, and of the fee-simple and inheritance thereof, at or for the price or sum of —, but the said *B. T.* not being at present provided with money to pay the whole of the said sum of —,

Recital.

Ditto of agreement for purchase, and of having occasion to borrow money to complete the same.

PUR-
CHASERS.

hath applied to and requested the said *D. D.* and others to advance and lend her the sum of —, upon security of the said piece or parcel of land, &c. so contracted and agreed for by her the said *B. T.* as aforesaid, which they have consented and agreed to do, and that it hath been and is agreed, by and between the said *B. T.* and the said *D. D.* and others, that the said piece or parcel of land, &c. shall be conveyed to the said *T. W.* to and for the uses, intents and purposes, and in such manner as hereinafter is mentioned, and therefore the said *A. E.* hath requested and consented that the said *D. D.* and others, shall retain and keep in their own hands, to and for their own uses, the said sum of —, so by them agreed to be advanced and lent to the said *B. T.* as aforesaid, in full payment, satisfaction and discharge of the said two several sums of — and —, and all principal and interest due from them the said *A. E.* on the hereinbefore recited or mentioned securities, or any of them. NOW THIS INDENTURE WITNESSETH, that for and in consideration of the said sum of —, by them the said *D. D.* and others agreed to be advanced and lent to the said *B. T.* as aforesaid, and by them the said *D. D.* and others retained and kept in their own hands, to and for their own uses as aforesaid, in full payment, satisfaction and discharge of all principal and interest monies due to them, any or either of them, on the hereinbefore recited or mentioned securities as aforesaid, or any of them, which said sum of — is so retained by them the said *D. D.* and others, at the special instance and request, and by and with the privity, consent and approbation, as well of the said *A. E.* as of the said *B. T.* testified by their being parties to these presents, and sealing and delivering hereof, with which said sum of —, and so by them agreed to be advanced and lent, and so by them retained as

Consideration.

PUR-
CHASERS.

aforesaid, they the said *D. D.* and others do, and each and every of them doth, hereby acknowledge themselves, and each and every of them, to be fully satisfied and contented, of and from all principal and interest of monies due to them the said *D. D.* &c. or any or either of them, on the said recited or mentioned securities, or any of them, they, they the said *D. D.* do, and each and every of them doth, clearly and absolutely acquit, release and discharge, the said *A. E.* his heirs, executors, administrators and assigns, and every of them, by these presents, and of and from which said sum of — so by them the said *D. D.* &c. agreed to be advanced and lent to her the said *B. T.* and by them retained as aforesaid, and of and from the payment thereof, and of every part thereof, she the said *B. T.* doth hereby clearly and absolutely acquit, release and discharge the said *D. D.* &c. and each and every of them, their, and each and every of their heirs, executors, administrators and assigns, and every of them; and for and in consideration of the sum of —, of lawful money, &c. to the said *A. E.* in hand before the ensealing and delivering of these presents, well and truly paid by the said *B. T.* which said sum of —, together with the said sum of —, so by them the said *D. D.* and others agreed to be advanced to the said *B. T.* and by them retained as aforesaid, makes the sum of —, and is in full for the absolute purchase of the said piece or parcel of land, &c. hereinbefore recited or mentioned, and hereinafter mentioned and intended to be hereby granted and released (the receipt of which said sum of — the said *A. E.* doth hereby, and from the whole of the same purchase money or sum of —, and every part thereof, and of and from the payment thereof, and of every part thereof, he the said *A. E.* doth hereby clearly and absolutely acquit, release and discharge the said

PUR-
CHASERS.

Grant and re-
lease.

B. T. her heirs, executors, administrators and assigns, and every of them. And also for and in consideration of the sum of — a piece, of like money to the said *D. D.* and others, in hand before the enfealing and delivery of these presents, well and truly paid by the said *T. W.* the receipts whereof are hereby acknowledged; they the said *D. D.* and others, at the like special instance, and request, and by and with the like direction and appointment, as well of the said *A. E.* as of the said *B. T.* testified as aforesaid, have, and each and every of them hath, bargained and sold, aliened, released and conveyed, and by these presents do, and each and every of them doth, bargain and sell, alien, release and convey; and also the said *A. E.* by and with the like direction and appointment of the said *B. T.* testified as aforesaid, have, and each and every of them hath, granted, bargained and sold, aliened, remised, released, quitted claim, ratified and confirmed, and by these presents do, and each and every of them doth, clearly and absolutely grant, bargain and sell, alien and release, quit-claim, ratify and confirm, unto the said *T. W.* his heirs and assigns, he the said *T. W.* now being in the actual possession of the said, &c. hereinbefore and hereinafter mentioned, and intended to be hereby released and conveyed, with their appurtenances, by virtue of a bargain and sale to him thereof made, for — years, by the said *D. D.* and others, to *A. E.* by indenture, bearing date the day next before the day of the date of these presents, for the consideration of — a piece, commencing from the day next before the day of the date of the same indenture of bargain and sale, and which was executed immediately before the execution hereof, and by virtue of the statute made for transferring uses into possession, all, &c. **TO HAVE AND TO HOLD** the said piece or parcel of land,

To hold.

PUR-
CHASERS.

&c. hereinbefore mentioned, and intended to be hereby granted and released, with their appurtenances, unto the said *T. W.* his heirs and assigns, to the several and respective use and uses, estate and estates, limitations and purposes hereinafter limited, expressed, mentioned and declared, (that is to say,) to the use and behoof of the said *D. D.* and others, their executors, administrators and assigns, from the day next before the day of the date of these presents, for, during, and unto the full end of all the time and term of — years from thence next ensuing, and fully to be complete and ended, without impeachment of, or for any manner of waste or wastes whatsoever, and with full power to commit waste, subject nevertheless to the proviso or condition for redemption thereof, hereinafter contained, and immediately from and after the end, expiration, or other sooner determination of the said term of — years, then to the use and behoof of the said *B. T.* her heirs and assigns for ever, and to and for no other use or uses, intents or purposes whatsoever, [*proviso for redemption, &c.*] IN WITNESS, &c.

Release of Meadow Grounds, with general Warranty for want of Title Deeds.

THIS INDENTURE of three parts, made &c, between *H. J.* of —, in the county of —, of the first part; the right reverend father in God, —, by divine permission, lord bishop of —, of the second part; and *K. C.* of — aforesaid, esq. of the third part. WHEREAS by indentures of lease and release, the lease bearing date the day next

Recital of lease
and release.

PUR-
CHASERS.

before the day of the date of the release, and the release bearing even date herewith, and being of three parts, and made between the said *J. H.* of the first part; the said — lord bishop of —, and *T. A.* his wife, of the second part; and the said *K. C.* and *H. W.* of —, in the county of —, esq. of the third part; in consideration of the sum of —, to the said *H. J.* — lord bishop of —, and *T. A.* his wife, therein mentioned to be paid by the said *K. C.* and for other the considerations in the said indenture of release mentioned, they the said *H. J.* — lord bishop of —, and *T. A.* his wife, did each and every of them grant, bargain, sell, alien, release, ratify and confirm, unto the said *K. C.* and *H. W.* their heirs and assigns, (amongst other hereditaments) all those — acres of meadow ground, be the same more or less, called — mead, situate and lying in the said parish of —, late in the tenure or occupation of *B. G.* and also all those — other acres of meadow ground, situate and being in —, in the said parish of —, late in the tenure or occupation of *T. E.* gent. to hold the same (among other things) unto the said *K. C.* and *H. W.* their heirs and assigns, to the only proper use and behoof of the said *K. C.* and *H. W.* and the heirs of the said *H. W.* nevertheless as to the estate and interest of the said *H. W.* and his heirs, in trust, to and for the sole benefit of the said *H. K.* his heirs and assigns aforesaid, for ever, as in and by the said hereinbefore in part recited indentures of lease and release, relation being thereunto respectively had, will more fully and at large appear. AND whereas no title deeds have been produced to manifest the title of the said *H. J.* and — lord bishop of —, and *T. A.* his wife, to the said — acres of meadow ground, called —, and the said — other acres of meadow

PUR-
CHASERS.This indenture
witnesseth.

Consideration.

Covenants and
warranty for
the title.

ground, situate and being in — aforesaid, but it is alleged that the said *H. J.* his father and grandfather, have been in quiet possession of the said — pieces or parcels of meadow ground for — years last past and upwards, and it was in the course of the treaty for the said purchase agreed, by and between the parties to these presents, that they said *J. H.* and — lord bishop of —, should, with respect to the title to the said premises hereinbefore described, enter into a general warranty of their titles to the said premises. Now therefore this indenture witnesseth, that in pursuance of such agreement, and for the considerations hereinbefore recited, or referred to, the said *H. J.* for himself, his heirs, executors and administrators, and the said — lord bishop of —, for himself, his heirs, executors and administrators, and for the said *T. A.* his wife, and her heirs, do hereby severally and respectively covenant, promise and agree, to and with the said *H. C.* his heirs and assigns, by these presents, in manner and form following (that is to say) that they the said *H. J.* and — lord bishop of —, and *T. A.* his wife, respectively, at the time of the execution of the said recited indenture of lease and release, were and did stand, or one of them, was and did stand, lawfully, rightfully, and absolutely seised of and in the said — several pieces or parcel of meadow ground, hereinbefore particularly mentioned and described, with their appurtenances, of a good and sure, lawful, absolute and indefeasible estate of inheritance in fee simple, without any condition power of revocation, equity of redemption, limitation of any use or uses, or any other matter or thing whatsoever, to alter, change, charge, incumber, defeat, evict, or make void the same. And that they the said *H. J.* and — lord bishop of —,

PUR-
CHASERS.

Free from in-
cumbrances.

and *T. A.* his wife, or some or one of them, at the time before mentioned, had in themselves, himself or herself, good right, full power, and lawful and absolute authority to grant, convey, and assure the said two several pieces or parcels of meadow ground, with their appurtenances, unto, and to the use of the said *K. C.* and *H. W.* in manner and form as in the said in part recited indenture of release is mentioned: AND ALSO, that he the said *K. C.* and *H. W.* their heirs and assigns; shall and may, from time to time, and at all times for ever hereafter, peaceably and quietly, enter into, have, hold, use, occupy, possess, and enjoy, the said two several pieces or parcels of meadow ground, with their appurtenances, to and for his and their own use and benefit, without any the rightful let, suit, trouble, denial, eviction, disturbance, claim or demand whatsoever, of, from, or by the said *H. J.* and — lord bishop of —, and *T. A.* his wife, or any of them, or the heirs of them, or any of them respectively, or any other person or persons whomsoever, and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *H. J.* and — lord bishop of —, and *T. A.* his wife, some or one of them, or the heirs, executors, or administrators, or some or one of them, from henceforth well and sufficiently saved, defended, kept harmless, and indemnified of, from, and against all former and other gifts, grants, bargains, sales, mortgages, jointures, dowers, intails, judgments, statutes, debts, titles, troubles, charges and incumbrances whatsoever, had, made, done, committed, occasioned or suffered, or hereafter to be had, made, done, committed, occasioned or suffered, by them the said *H. J.* and — lord bishop of —, and *T. A.* his wife, or by any other person or persons whomsoever, save and except the accruing payments of certain yearly

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CHASERS,

rents of —, and of a certain chief rent of — a year, respectively payable to the lord or lords of the fee, of whom the — several pieces or parcels of meadow ground hereinbefore particularly described (amongst other premises) are holden, AND moreover, that the said *H. J.* and — lord bishop of —, and *T. A.* his wife, and each and every of them respectively, and the several and respective heirs of them, and each and every of them, and all and every other person and persons, having or lawfully claiming, or who shall or may at any time or times hereafter, have or rightfully claim any estate, right, title, trust or interest, either at law or in equity, of, in, to, or out of the said — pieces of meadow, or any part thereof, by, from, or under or in trust for them the said *H. J.* and — lord bishop of —, and *T. A.* his wife, or any other person or persons, or by, with, or under their, or either of their acts, means, privity, or procurement respectively, shall and will, from time to time, and at all times hereafter, upon every reasonable request, and at the proper costs and charges of the said *K. C.* his heirs and assigns, make, do, seal, acknowledge, levy, suffer and execute, or cause or procure to be made, done, sealed, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, thing and things, devises, conveyances and assurances in the law whatsoever, for the further, better, more perfect and absolute granting, conveying and assuring the said — pieces of meadow, with their appurtenances, unto and to the use and behoof of the said *K. C.* and *H. W.* their heirs and assigns, as by the said *K. C.* and *H. W.* their heirs or assigns, or their counsel in the law, shall be reasonably devised, or advised and required, be it fine or fines, common recovery or recoveries,

**PUR-
CHASERS.** deed or deeds, enrolled or not enrolled, release, confirmation, or by all and every, or any of the said ways and means, or by any other ways or means in the law whatsoever, so as such further assurances contain in them no further or other covenant or warranty than for or against the person or persons who shall make and do the same, his, her, or their acts and deeds, and so as the party or parties, who shall be required to make any such further assurance, be not compelled or compellable for the making or doing thereof, to travel from his or their respective dwellings, or places of abode. IN WITNESS, &c.

*Release of Leasehold Premises, held of the Master of
the Hospital of —, in the County of —.*

THIS INDENTURE, made the — day of —, in the year of our Lord, &c. between the rev. T. M. of —, in the county of —, the son and the sole executor named in the last will and testament of G. L. late of the parish of —, in the town of —, in the said county of —, surgeon, of the first part, the rev. B. T. rector of —, in the said county of —, the elder of the two sons of the rev. W. C. deceased, late master of the hospital of —, in the town of — afore said, and M. E. of the town of — afore said, widow, formerly called H. S. the daughter of S. late the wife of the said W. C. and afterwards the wife of the said G. L. deceased, of the second part, and B. A. of

—, in the county of —, widow, the relict and a devisee named in the will of *W. C.* late of — aforesaid, draper, deceased, who was the other of two sons of the said rev. *B. T.* of the third part: WHEREAS by indenture, bearing date the — day of —, made, or mentioned to be made, between the said *W. C.* master of the hospital of —, in the town of —, in the county of —, and his co-brethren, of the one part, and the said *G. L.* of the other part, the said master and co-brethren did, for the considerations therein-mentioned, demise, and to farm let unto the said *G. L.* his executors, administrators, and assigns, all that messuage or tenement, and garden, with the appurtenances, situate in the —, in the parish of —, in the said town of —, then late in the occupation of *D. E.* his assigns or undertenants, together with all houses, out-houses, buildings, barns, stables, cellars, follars, yards, back-sides, fences, ways, waters, commons, profits, commodities, and appurtenances whatsoever, to the said messuages or tenements belonging or appertaining, To HOLD the said messuage, or tenement, and premises, with the appurtenances, unto the said *G. L.* his executors, administrators, and assigns, from the feast day of the annunciation of the Blessed Virgin Mary, then last past, for and during the natural lives of the said *B. T.* the said *W. C.* the younger, and the said *M. E.* (then *H. S.*) daughter of *S.* then the wife of the said *W. C.* or the longer liver of them, at and under the yearly rent of —, payable to the said master and co-brethren, their successors or assigns, as therein is mentioned: AND whereas, by a deed-poll, under the hand and seal of the said *G. L.* bearing even date with, and reciting the said indenture of lease, the said *G. L.* did declare, that the said lease and demise of the premises aforesaid was made to him, and his name

PUR-
CHASERS.Recital of a
lease.

Parcels.

PUR-
CHASERS.

therein used, in trust for the said *B. T. W. C.* the younger, and *H. S.* during their lives, and the life of the longer liver of them, and the said *G. L.* did covenant with the said *W. C.* that he the said *G. L.* his heirs, executors, or administrators would, from time to time, at the request and costs of the said *B. T. W. C.* the son, and *H. S.* or such of them as the premises should then belong to, assign and set over the same, free from all incumbrance, by the said *G. L.* his heirs, executors, or administrators, done or committed: AND whereas, notwithstanding the declaration last above-recited, the said lease was made to the said *G. L.* for the use of the said *W. C.* the father, and the said demised premises were held and enjoyed, and the rents and profits thereof received by him during his life: AND whereas the said *W. C.* the father, made his last will and testament, in writing, and thereof appointed the said *S.* his wife sole executrix, and universal devisee and legatee, and in or about the month of —, died, without revoking or altering his said will: AND whereas the said *M. E.* afterwards married the said *G. L.* having first, by settlement on her said marriage, reserved to herself a power of disposing by will, of all her estate, real and personal, notwithstanding her coverture: AND whereas the said *S.* the wife of the said *G. L.* made her last will and testament, or testamentary disposition, bearing date the — day of —, and thereby devised and bequeathed (amongst other things) all her leasehold estate, lying and being in the town of — aforesaid, unto her son, the aforesaid *W. C.* his executors, administrators, and assigns, and appointed her daughter, the said *M. E.* sole executrix and residuary legatee, and in or about the month of —, the said *M. E.* died, without revoking or altering her said will, or testamentary disposition, and the said *W. C.*

PUR-
CHASERS.

thereupon entered upon, and received the rents and profits of the said leasehold premises, and in the month of —, also died, having first made his last will and testament, in writing, whereby he gave and devised all his said messuage or tenement, in the parish of — aforesaid, in the town of —, and all other his real and personal estate, unto his wife, *B. A.* her heirs and assigns, and of his said will appointed her sole executrix; and the said *B. A.* is therefore, by the means aforesaid, entitled in equity to the said demised messuages and premises, during the continuance of the said lease, and hath, from the time of the decease of the said *W. C.* her husband, and still is in receipt of the rents and profits thereof; and whereas the said *G. L.* is since also deceased, having made his last will and testament, in writing, and thereof appointed his son, *T. M.* sole executor; and the said *B. A.* hath requested the said *T. M.* to release and convey the legal estate, in the said leasehold premises in him vested, unto the said *B. A.* which he is willing to do; and she hath also requested the said *B. T.* and *M. E.* for further assurance thereof, to join in such release and conveyance, which they likewise have consented to do: Now therefore this indenture witnesseth, that in consideration of the premises, and also for and in consideration of the sum of *5s.* of lawful money of *Great-Britain*, to each of them, the said *T. M.* *B. T.* and *M. E.* paid by the said *B. A.* on or before the sealing and delivery of these presents, the respective receipts whereof are hereby acknowledged, they the said *T. M.* *B. T.* and *M. E.* have, and each and every of them hath bargained, sold, remised, released, and confirmed, and by these presents do, and each and every of them doth bargain, sell, remise, release, and confirm unto the said *B. A.* (in her actual

Consideration
and transfer.

PUR-
CHASERS.

Except.

Habendum.

possession now being, by virtue of a bargain and sale to her thereof made, by the said *T. M. B. T.* and *M. E.* for 5s. a piece consideration money, by indenture, bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute for transferring uses into possession,) and to her executors, administrators, and assigns, all that the said messuage or tenement, and garden, with the appurtenances, in the said in part recited indenture of lease, mentioned and comprised, and thereby demised, to the said *G. L.* or mentioned so to be, now in the tenure or occupation of *M. A.* or her undertenants, with all houses, out-houses, buildings, barns, stables, cellars, follars, yards, back-fides, fences, ways, waters, commons, profits, commodities, and appurtenances whatsoever to the said messuage or tenement belonging, or in any wise appertaining; and all the estate, right, title, interest, claim, and demand whatsoever, of them the said *T. M. B. T.* and *M. E.* any or either of them, of, in, or to the same, together with the said indenture of lease, To HAVE AND TO HOLD the said messuage or tenement, and premises, hereby bargained, sold, and released, or so intended to be, with the appurtenances, unto the said *B. A.* her executors, administrators, and assigns, for and during the natural lives of the said *B. T.* and *M. E.* and the life of the longer liver of them, to the only use and behoof of the said *B. A.* her executors, administrators, and assigns; subject nevertheless to the rent, reservations, covenants, and agreements, in the said in part recited indenture of lease expressed and contained. IN WITNESS, &c.

Lease and Release, by way of Mortgage in fee of Lands charged with the Payment of a former Mortgage, with Power given to Sell, in default of paying the Mortgage-Money. MORTGAGE.

THIS INDENTURE of four parts made &c. Between *C. E.* of &c. of the first part; *N. G.* of &c. of the second part; *B. W.* of &c. *A. A.* of &c. and *P. W.* of &c. of the third part; and *R. J.* of &c. of the fourth part. WHEREAS by indenture tripartite of bargain and sale, bearing date on or about the — day of —, which was in the year of our Lord —, and made or mentioned to be made between *M. R.* and the said *N. G.* of the first part; *W. J.* of &c. of the second part, and *S. T.* of the third part, and enrolled in the high court of chancery, and by a common recovery suffered pursuant thereto, as of — term, then next ensuing, ALL THAT &c. were limited and assured, and now stands settled and limited, subject nevertheless, as to such part of the said premises, as by the settlement made upon the marriage of the said *M. R.* with the said *J.* his wife, were limited in use to the said *J.* for her jointure, to such her estate for life or life interest, then and also subject to the term of — years, thereby limited in use to the said *M. E.* and *T. E.* brothers of the said *J.* and to the trusts thereof, to the use and behoof of such persons, and for such estate and estates, upon such trusts, and under and subject to such powers, provisos, and limitations, as the said *M. R.* and *N. G.* should by any deed or deeds, writing or writings, to be by them sealed and delivered in the presence of two or more credible witnesses, direct, limit, or appoint, and in default of such direction, limitation, or appointment, or in case any such should be, when, and as the estates thereby limited, should respectively end

Recital of an indenture of bargain and sale, enrolled in chancery.

And a common recovery suffered pursuant thereto.

MORTGAGE. and determine, and to such of the said premises whereof no such direction, limitation or appointments should be made, to the use and behoof of the said *M. R.* and his assigns, for and during the term of his natural life, without impeachment of waste, and from and immediately after his decease, to the use and behoof of the said *N. G.* his heirs and assigns, for ever, and to and for no other use, intent, or purpose whatsoever. AND whereas by certain indentures of lease and release, bearing date on or about the — day of —, which was in the year —, and made, or expressed to be made between the said *N. G.* party hereto, of the one part; and the said *C. E.* party hereto, of the other part, reciting as therein is recited, it was witnessed, that in consideration of the sum of —, to the said *N. G.* by the said *C. E.* paid, he the said *N. G.* did grant, bargain, sell, alien, release and confirm unto the said *C. E.* and to his heirs, all that &c. hereinafter particularly mentioned, and described, and intended to be hereby granted and released, to hold the same with their appurtenances, unto, and to the use of the said *C. E.* his heirs and assigns, subject to a proviso therein contained, for redemption of the said premises, on payment by the said *N. G.* his heirs, executors, administrators, or assigns, to the said *C. E.* his executors, administrators and assigns, of the said sum of —, and interest for the same, as therein is mentioned, on a day and time therein appointed, as in and by the said recited indenture, reference being thereunto had will more fully appear. AND whereas the said principal sum of —, or any part thereof, was not paid by the said *C. E.* on the day and time in the said indenture of grant and release mentioned, whereby the estate and interest of the said *C. E.* of and in the same premises became absolute, and there remains now justly due and owing to the said *C. E.* for principal on the said recited mort-

Recital of indentures of lease and release.

Recital that the said principal sum was not paid whereby the estate of said *C. E.* became absolute.

gage, the full and just sum of —, all interest for MORTGAGE. the same having been paid up to the day of the — date of these presents. AND whereas by certain other indentures of lease and release, bearing date respectively, on or about the — and — days of —, which was in the year of our Lord —, the release being of seven parts, and made or expressed to be made between G. M. of &c. and M. T. of &c. of the first part; S. J. of &c. and C. his wife, of the second part; G. G. of the third part; the said M. R. of the fourth part; the said N. G. of the fifth part; sir D. F. of &c. of the sixth part; and F. I. of &c. of the seventh part. Recital of indentures of lease and release. RECITING as therein is recited, It was witnessed, that in consideration of the sum of —, to the said G. M. and M. T. paid by the said sir D. F. by the direction and as and for the proper debt of the said M. R. and N. G. and also in consideration of the further sum of —, to the said M. R. and N. G. paid also by the said sir D. F. and other the considerations therein mentioned, they the said G. M. M. T. F. I. and C. his wife, and G. G. did remise, release, and quit claim, and they the said G. G. M. R. and N. G. did limit, direct, appoint, grant, bargain, sell, alien, release, ratify, and confirm unto the said sir D. F. and his heirs, amongst other hereditaments, all that &c. comprised in the said hereinbefore in part recited indenture of bargain and sale, bearing date the — day of —, and the common recovery suffered pursuant thereto, and hereinafter particularly mentioned and described, and intended to be hereby granted and released, to hold the same with the appurtenances, unto, and to the use of the said sir D. F. his heirs and assigns, for ever, subject to a proviso therein contained for redemption of the said premises, on payment by the said M. R. and N. G. or either of them, their or either of their heirs, executors, administrators, or assigns, to the said sir D. F. his

MORTGAGE. executors, administrators, or assigns, of the said
sum of —, and interest for the same as therein
is mentioned, on a day and time therein appointed
and long since past. AND whereas the said *B. W.*
P. W. and *A. A.* at the request of the said *N. G.*
have agreed to advance and lend him the sum of
—, on security of the manor or lordship, of &c.
in the said last mentioned in part recited indenture
of mortgage, conveyed and hereinafter particularly
mentioned and described, as well to enable him to
pay off and discharge the sum of —, so due and
owing to the said *C. E.* as aforesaid, as for the
other occasions of the said *N. G.* Now this in-
denture witnesseth, that for and in consideration of
the said sum of —, of lawful money of *Great*
Britain, to him the said *C. E.* in hand well and
truly paid by the said *B. W. P. W.* and *A. A.* at
or immediately before the sealing and delivery of
these presents, (at the desire and by the direction
and appointment of the said *N. G.*) testified by
being made a party hereunto, and signing and seal-
ing these presents) in full discharge of all princi-
pal money, and interest due and owing from the
said *N. G.* to the said *C. E.* on the said recited
security, the receipt and payment of which said
sum of —, the said *C. E.* doth hereby acknow-
ledge and thereof, and of and from the same and
every part thereof doth hereby acquit, release and
discharge the said *B. W. P. W.* and *A. A.* their
heirs, executors, administrators and assigns, and
every of them, for ever by these presents, and
for and in consideration of the further sum of
—, of like money to the said *N. G.* in hand
paid by the said *B. W. P. W.* and *A. A.* at or
immediately before the sealing and delivery of
these presents, the receipt and payment whereof,
he the said *N. G.* doth hereby acknowledge, and
thereof, and of every part thereof, doth acquit, re-
lease, and discharge the said *B. W. P. W.* and

Recital of
agreement to
lend money.

Consideration.

A. A. their heirs, executors, administrators, and **MORTGAGE.** assigns, and every of them, for ever, by these presents, and for and in consideration of the further sum of — each, of such money, by the said *F. I.* to the said *C. E.* and *N. G.* in hand also paid, at or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *C. E.* at the request, and by and with the privity and consent of the said *N. G.* and at the request, and by the direction and appointment of the said *B. W. P. W.* and *A. A.* testified severally as aforesaid, hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth, so far as he can, and lawfully may grant, bargain, sell, alien, release, and confirm, and the said *N. G.* hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm, unto the said *F. I.* (in his actual possession now being, by virtue of a bargain and sale to him thereof, made by the said *C. E.* and *N. G.* in consideration of — to them paid by the said *F. I.* by indenture bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring uses into possession,) and to his heirs and assigns, all that, &c.; and also all the estate, right, title, trust, inheritance, property, claim, and demand, whatsoever, as well at law as in equity, and in possession, remainder, or reversion, or otherwise howsoever, of him the said *N. G.* of, in, to, or out of the said manors, &c. hereby granted and released, or intended so to be, and every or any part or parcel thereof, together with all deeds, evidences, and writings, escripts, and muniments whatsoever, touching or concerning the said manors, &c. hereinbefore men- Transfer.

MORTGAGE. tioned, and hereby released, or intended so to be, or any of them, and which do not also relate to other hereditaments of greater value, and true and attested copies of all such deeds, evidences, and writings, which concern the same jointly, with any other messuages, &c. of greater value, such copies to be made and written at the costs and charges of the said *N. G.* his heirs, executors, or administrators, To HAVE AND TO HOLD the said manor, &c. hereinbefore mentioned and described, and hereby granted and released, and intended so to be, with their and every of their appurtenances, unto the said *F. I.* his heirs and assigns for ever, freed and discharged from all benefit, and equity of redemption, but to the uses, upon the trusts, and subject to the proviso and agreement hereinafter expressed and contained, of and concerning the same. AND the said *C. E.* doth hereby for himself, his heirs, executors, and administrators, covenant and declare, to and with the said *R. I.* his heirs and assigns, that he the said *C. E.* hath not, at any time heretofore, done or committed any act, matter, or thing, whatsoever, whereby, or by means whereof the said manor, &c. hereby granted and released, or intended so to be, or any part thereof, is, are, shall, or may be impeached, charged, or incumbered, in title, charge, estate, or otherwise howsoever. And it is hereby agreed and declared, that the said grant and release hereinbefore and hereinafter expressed and contained, (that is to say,) to the use of the said *B. W.* *P. W.* and *A. A.* their executors, administrators, and assigns, for and during, and unto the full end and term of — years, to be computed from the day of the date of these presents, subject to the proviso and agreement hereinafter expressed and contained, of and concerning the said term, and from and immediately after the expiration, or other sooner determination of the said term, and in

To hold the same to the said *R. I.* for ever free from all equity of redemption.

Covenant from former mortgagee, that he hath not incumbered.

Declaration of trust to the use of the said *B. W.* &c.

the mean-time, and subject thereto, to the use and **MORTGAGE.**
 behoof of the said *F. I.* his heirs and assigns, for ————
 ever, upon the trusts hereinafter mentioned. Pro- subject to re-
 vided always, and it is hereby expressly declared demption.
 and agreed, by and between the said *N. G. B. W.*
P. W. and *A. A.* and the true intent and meaning of
 them, and of these presents, is, that the said term
 of ——— years, herein limited in use to the said
B. W. P. W. and *A. A.* their executors, adminis-
 trators, and assigns, is so limited, subject to the
 proviso or agreement hereinafter expressed and
 contained, (that is to say,) that if the said *N. G.*
 his heirs, executors, administrators, or assigns,
 shall and do well and truly pay, or cause to be
 paid unto the said *B. W. P. W.* and *A. A.* their
 or either of their executors, administrators, or
 assigns, at or in the common dining-hall at ———,
 in the county of ———, the full and just sum of
 ———, of lawful money of *Great Britain*, being
 the said principal sum of ———, and the sum
 of ———, for two years interest thereof, after
 the rate of £—— per cent. for every hundred
 for a year, in manner following, (that is to say,) the sum of —, part thereof on the — day of
 ——— next ensuing the date of these presents, the
 further sum of ———, other part thereof on the
 — day of ———, which will be in the year of our
 Lord —, the further sum of —, other part thereof
 on the — day of ——— next ensuing, and the fur-
 ther sum of ———, being the residue, and in full
 payment thereof, on the — day of ———, which
 will be in the year of our Lord ———, without
 making any deduction or abatement whatsoever,
 out of the said several sums, or any part thereof,
 for or in respect of any taxes, rates, assessments,
 charges, and payments, or impositions whatso-
 ever, already taxed, charged, assessed, or imposed,
 or which at any time hereafter may be taxed,
 charged, assessed, or imposed, upon the said

MORTGAGE. manors, &c. or any part or parts thereof, the
 ——— tenants or occupiers thereof, or upon the said
 sum of ———, intended to be hereby secured,
 or upon the said *B. W. P. W.* and *A. A.* their
 executors, administrators, or assigns, or any of
 them, for or in respect thereof, by authority of
 parliament, or otherwise howsoever, then and in
 such case, and at any time or times from and
 after such payment as aforesaid shall be made, the
 said *B. W. P. W.* and *A. A.* their executors, ad-
 ministrators, or assigns, some or one of them,
 shall and will, upon the request, and at the
 costs and charges of the said *N. G.* his heirs or
 assigns, assign, transfer, release, surrender, and
 make void, the said term of ——— years, in such
 manner as the said *N. G.* his heirs and assigns,
 shall direct or appoint. AND the said *N. G.* for
 himself, his heirs, executors, and administrators,
 doth hereby covenant, promise, declare, and agree,
 to and with the said *B. W. P. W.* and *A. A.* their
 executors, administrators, and assigns, by these
 presents, in manner following, (that is to say,)
 that he the said *N. G.* his heirs, executors, or ad-
 ministrators, or some or one of them, shall and
 will well and truly pay, or cause to be paid unto
 the said *B. W. P. W.* and *A. A.* their executors,
 administrators, or assigns, the said sum of ———,
 at the days and times, and in the manner in the
 proviso hereinbefore mentioned and appointed for
 payment thereof, without any manner of deduc-
 tion or abatement whatsoever for taxes or other-
 wise, to be made thereout, or in respect thereof as
 aforesaid, and according to the true intent and
 meaning of the proviso or condition hereinbefore
 for that purpose contained. AND also shall and
 will, at his and their own proper costs and charges,
 bear, satisfy, and pay all such taxes, charges, as-
 sessments, and payments, as aforesaid, and thereof,
 and therefrom, shall and will save, defend, and
 keep harmless, the said *B. W. P. W.* and *A. A.*

Covenant to
 pay principal
 and interest.

their executors, administrators, and assigns, &c. **MORTGAGE.**
 AND also that it shall and may be lawful to _____
 and for the said *B.W. P.W.* and *A. A.* their **Power to enter.**
 executors, administrators, and assigns, from time
 to time, from and after default shall happen
 to be made of or in payment of the said sum
 of _____, or any part thereof, contrary to the
 form and effect of the aforesaid proviso and co-
 venant for payment of the same, and the true
 intent and meaning of these presents, peaceably
 and quietly to enter into, have, hold, occupy,
 possess, and enjoy the same manor, &c. and re-
 ceive and take the rents, issues, profits, and
 benefits thereof, and of every part thereof, without
 the lawful let, suit, trouble, denial, eviction, or
 interruption, of or by the said *N. G.* his heirs,
 executors, administrators, or assigns, or of or by
 any other person or persons whomsoever, and that
 free and clear, and freely and clearly acquitted,
 exonerated, and discharged, or otherwise, by the **Free from in-**
 said *N. G.* his heirs, executors, and administrators, **cumbrances.**
 well and sufficiently saved, defended, kept harm-
 less, and indemnified, of, from, and against all and
 all manner of former and other gifts, grants, bar-
 gains, sales, jointures, mortgages, dowers, thirds,
 titles of dower and thirds, uses trusts, wills, in-
 tails, statutes, recognizances, judgments, execu-
 tions, and extents; and of, and from and against all
 and singular other estates, titles, troubles, charges,
 and incumbrances whatsoever, had, made, done,
 committed, occasioned, and suffered, by the said
N. G. his heirs or assigns, or by any other person
 or persons whomsoever, save and except as appears
 in and by these presents. AND moreover, that he **Further assur-**
 the said *N. G.* his heirs and assigns, and all and **ance.**
 every other person and persons having, or lawfully
 claiming, or which shall or may have, or lawfully
 claim any estate, right, title, trust, or interest,
 either in law or in equity, of, in, to, or out of the

MORTGAGE. said manor, &c. or any of them, or any part or parcel thereof, shall and will, from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of —, or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents, upon every reasonable request, and at the proper costs and charges in the law of the said *N. G.* his heirs, executors, administrators, or assigns, make, do, acknowledge, levy, execute, and suffer, or cause or procure to be made, done, acknowledged, levied, executed, and suffered, all and every such further and other lawful and reasonable act and acts, thing and things, devises, conveyances, and assurances, in the law whatsoever, for the better, more perfect and absolute granting, releasing, limiting, and assuring the said manor, &c. with their and every of their rights, members, and appurtenances, hereinbefore mentioned, and intended to be hereby limited in use, as aforesaid, unto the said *B. W. P. W.* and *A. A.* their executors, administrators, and assigns, for and during the said term of — years, and by such ways and means as they the said *B. W. P. W.* and *A. A.* their executors, administrators, and assigns, and their, or any of their counsel learned in the law, shall be in that behalf advised and reasonably required. AND it is hereby declared and agreed, by and between the said parties to these presents, and the true intent and meaning of them, and of these presents, is, that the said *R. I.* and his heirs, shall stand and be seised of all and singular the said manor, &c. hereinbefore granted and released, or expressed, and intended so to be, with their and every of their rights, members, and appurtenances, upon the several trusts, and for the several ends, intents, and purposes, hereinafter

Agreement that
the said *F. I.*
shall stand
seised of the
said premises.

expressed and declared, of and concerning the **MORTGAGE.**
 same, (that is to say,) upon trust, that the said *F. I.* his heirs and assigns, shall and do permit and suffer the said *N. G.* and his heirs and assigns, to receive and take the rents, issues, and profits, of all and every the said manors, &c. until default shall be made in payment of the said sum of —, as aforesaid, or some part thereof; and in case the whole of the said sum of — shall have been paid on or before the — day of —, then upon trust, that he the said *F. I.* and his heirs, do and shall, at the costs and charges of the said *N. G.* his heirs, executors, or administrators, (and so as the said *F. I.* or his heirs, be not compelled or compellable therefore, to go or travel from his or their abode and dwelling,) convey and assure the said manor, &c. expressed to be hereby granted and released unto and to the use of the said *N. G.* his heirs and assigns, or as he or they shall direct or appoint; but in case the said sum of —, or any part thereof, shall, on the — day of —, remain unpaid or unsatisfied, and shall not be paid within — days then next ensuing, then upon trust, that he the said *F. I.* and his heirs, do and shall, as soon after the — days as conveniently may be, by the direction of the said *B. W. P. W.* and *A. A.* their executors, administrators, or assigns, and without the interposition or assent of the said *N. G.* his heirs or assigns, or any of them, by public sale or auction, upon reasonable notice to be given for that purpose, or private contract, make sale, and absolutely dispose, either entirely and together, or in parcels, of all and singular the said manors hereinbefore mentioned and described, with the appurtenances, as aforesaid, or a sufficient part thereof, and the equity of redemption or inheritance thereof, in fee simple, subject to the estate for life therein, of the said *M. R.* the father, and to the jointure of *N. I.* and

Upon trust to permit the said *N. G.* to receive the rents, &c. until default in payment.

And in case of payment of the whole by, &c. then upon trust to convey the same to the said *N. G.*

But in case the same is not paid within — days after, then upon trust, as soon after the said — days as he conveniently can, to sell the same.

Subject to estate for life.

MORTGAGE. the powers and remedies for securing and recovering the same, and without prejudice thereto, for the best price or prices in money, that can then be reasonably had and obtained for the same, and do and shall for that purpose make and execute all such deeds, conveyances, and assurances, as he the said *R. I.* or his heirs shall think fit. AND it is hereby agreed and declared that the said *F. I.* and his heirs, executors, and administrators, shall and may, in the first place, out of the monies arising by such sale or sales, retain to reimburse and pay himself or themselves, all such costs, charges, and expences, as he or they shall or may sustain, expend, or be put unto, by causing the said hereditaments and premises, or any part or parts thereof, to be sold, and in making out proper abstract of the title thereto, to be delivered to the purchaser or purchasers thereof, or otherwise respecting, or in any wise relating, or incident to such sale or sales, or any act necessary to be done by him or them in pursuance of the trusts aforesaid, or of any covenant, clause, matter, or thing, herein contained or expressed, and then that the said *F. I.* his executors and administrators, do and shall, in the next place, in case the said principal sum of —, or the interest thereof, or of any part thereof, shall be then due and owing, (to the said sir *D. F.* upon his hereinbefore mentioned security,) pay to the said sir *D. F.* his executors, administrators, or assigns, the said sum of —, and all interest that shall be then due for the same, according to the proviso in the said hereinbefore recited indenture of mortgage, bearing date on or about the — day of —, contained in that behalf, or so much thereof as shall then remain unpaid, and upon further trust to pay unto the said *B. W. P. W.* and *A. A.* their executors, administrators, or assigns, the said sum of —, or so much thereof as shall then remain unpaid, and all

And, in the first place, out of the money arising by such sale, to pay himself all costs.

interest then due and owing for the same, and after the several deductions and payments aforesaid, then that the said *R. I.* his executors or administrators, do and shall pay the residue, if any, of the money to arise by such sale or sales, so to be made as aforesaid, after paying and discharging the costs and charges, in, or about, or relating to the execution of the said trust, and the said several sums of —, and interest, in case the same, or any part thereof, shall be then due, and £—, and interest then due and owing for the same, at the rate aforesaid, unto the said *N. G.* his executors, administrators, or assigns, and do and shall convey and assure such part or parts of the said manor, &c. expressed, and intended to be hereby granted and released as aforesaid, as shall then remain unsold or undisposed of, unto and to the use of the said *N. G.* his heirs or assigns, or as he or they shall direct or appoint, and in the mean time to stand seised thereof, in trust for the said *N. G.* his heirs and assigns, Provided, and it is hereby agreed and declared, that upon any sale of the said hereby granted and released hereditaments and premises, for the purposes aforesaid, the receipt or receipts, in writing, of the said *F. I.* his heirs, executors, administrators, or assigns, under his or their hand or hands, to any purchaser or purchasers, of any part of the said hereby released premises, shall be a full and effectual discharge for the purchase-money thereby expressed or acknowledged to be received, and that such purchaser or purchasers, his and their heirs, shall not afterwards be answerable or accountable for such purchase-money, or any misapplication or non-application thereof, or be in any wise liable or concerned to see to the application thereof. AND also that it shall be lawful for the said *F. I.* his heirs and assigns, to sell for the purposes aforesaid, or any of them, so much of the same premises as to him or them

MORTGAGE.

and shall pay the residue, if any, after payment of, &c. to the said *N. G.*

And convey and assure such parts as shall remain unsold, to the said *N. G.* his heirs and assigns.

Provido, that the receipt of the said *F. I.* shall be a sufficient discharge to a purchaser.

Power to sell so much as he shall think sufficient.

MORTGAGE. seem sufficient for the purpose, and that his or their disposition shall be in respect to any purchaser conclusive upon the said *N. G.* his heirs and assigns, that he or they do not join therein, and are not privy or consenting thereto; and that any such sale, though it may comprise more lands than may be requisite or sufficient to raise the money required, shall not be invalidated or affected thereby, but that he the said *N. G.* his heirs and assigns, shall be finally bound by it, and the purchaser or purchasers be as safe and secure in such purchase as if it had produced exactly the sum required, and that such purchaser or purchasers shall not be in any wise concerned to attend to the quantum of money actually required to answer the end for which any such sale shall be made of the hereditaments requisite to be sold for that purpose, but that such receipt or receipts of the said *F. I.* his heirs or assigns, shall be a final and effectual discharge to them in every respect, as well to the application of the money, as to the occasion for raising it: And it is hereby agreed and declared, that if the monies so to be raised by any such sale or sales, shall exceed the money that shall be required to answer the trusts aforesaid, that then the said *F. I.* his heirs or assigns, shall and do account for, and pay such overplus unto the said *N. G.* his executors, administrators, or assigns, and for the barring all power of the said *N. G.* of making any appointment, or joining with his said father *M. R.* in making any appointment of the said premises, or any part thereof, he the said *N. G.* doth hereby further covenant and agree, to and with the said *F. I.* his heirs and assigns, by these presents, that he the said *N. G.* shall and will, at his costs and charges, as of *Hilary* term now last past, or before the end of *Easter* term next ensuing the date hereof, acknowledge and levy, before his majesty's justices of the court of

And that the said *N. G.* shall be finally bound by the same.

Covenant to levy a fine.

common pleas, at *Westminster*, one or more fine or MORTGAGE. fines, *per connuizance de droit come ceo*, &c. and whereupon proclamations shall and may be had and made according to the form of the statute in that case made, and usual course of fines for assurance of lands, unto the said *F. I.* and his heirs, of the said manor, &c. hereby granted and conveyed, or expressed, or intended so to be, with their and every of their appurtenances, whether alone or together, with other hereditaments and premises, by such apt and convenient names, quantities, qualities, number of acres, and other descriptions, as shall be thought sufficient and proper to compromise the same, which said fine or fines aforesaid, or in any other manner, or at any other time or times to be levied and acknowledged, or to be levied and acknowledged, and all and every other fine and fines, and conveyances in the law whatsoever, had, made, levied, and suffered, or to be had, made, levied and suffered, or executed, of the same premises, or any part thereof, either alone or together, with other hereditaments and premises, by and between the said parties to these presents, or any of them, or whereunto they, or any, or either of them is, are, shall, or may be party or parties, privy or privies, shall be and enure, or any or either of them is, are, shall, or may be adjudged, deemed, construed, and taken, and so are and were meant, and intended to be and enure, and are hereby declared, by all the said parties to these presents, to be and enure, as to the same manor, &c. and the cognizance or cognizees in the said fine or fines named, or to be named, and his and their heirs shall stand and be seised of the said hereditaments and premises, and every part or parcel thereof, to the several uses, for the ends, intents and purposes, and under and subject to the powers, provisos, declarations, and agreements, hereinbefore limited,

MORTGAGE. expressed, declared, and contained, of and concerning the same manor, &c. according to the true intent and meaning of these presents, absolutely freed and discharged from the said power so reserved to the said *N. G.* in and by the said recited indentures, bearing date the — day of —, and the recovery suffered in pursuance thereof, of limiting, directing, or appointing or joining with his said father, in limiting, directing, or appointing the said premises, or any part thereof, to any use or uses, or otherwise howsoever. And the said *N. G.* for himself, his heirs, executors and administrators, doth covenant, promise, and agree, to and with the said *R. I.* his heirs and assigns, by these presents, in manner following, (that is to say), that he the said *N. G.* hath not, at any time heretofore, made or joined with the said *M. R.* his father, in making any limitation or appointment of the said manor, &c. hereby granted and released, or expressed, and intended so to be, or any part or parcel thereof, to any use or uses, or otherwise, howsoever done, executed, or committed, or to be done, executed or committed, or willingly or knowingly suffered, any act, matter or thing whatsoever, whereby or by means whereof the same manor, &c. hereby granted and released, or expressed or intended so to be, or any part thereof, are, is, shall or may be impeached, charged or incumbered, or any wise affected in title, charge, estate, or otherwise howsoever, other than and except as hereinbefore is recited or noticed. And that he the said *N. G.* shall not, nor will, at any time hereafter, make, or join with the said *M. R.* the father, in making any appointment of the manor, &c. hereby granted and released, or expressed and intended so to be, or any part thereof, to any use or uses otherwise howsoever. And he the said *N. G.* hath renounc-

That the said
N. G. hath not
joined in
making any
appointment.

And the said
N. G. will not
make any ap-
pointment of
the premises.

remised, relinquished, and for ever quit-
 ted claim, and by these presents doth renounce,
 remise, relinquish, and for ever quit-claim, unto
 the said *F. I.* his heirs and assigns, all and all
 manner of such liberty, power and authority of
 limiting and appointing, or joining with his said
 father in limiting or appointing the said hereby
 released premises, or any part thereof, to any use
 or uses otherwise than as aforesaid. And that he
 the said *N. G.* shall not in any wise, henceforward
 claim, challenge, demand, exercise, use, or have
 any or any manner of liberty, power or authority,
 by virtue or force of the said in part recited inden-
 ture, bearing date the — day of —, and the
 recovery suffered in pursuance thereof, or the
 uses in the same indenture expressed and declared,
 contained or referred to, of making any limitation
 or appointment, or joining with the said *M. R.*
 the father, in making any limitation or appoint-
 ment of the said hereditaments hereby granted and
 released, or expressed and intended so to be, or
 any part thereof, to any use or uses, or otherwise,
 but of and from all and all manner of such power,
 liberty and authority, shall henceforth stand and
 be utterly and absolutely barred, excluded, dis-
 vested and discharged for ever, to all intents, con-
 structions and purposes whatsoever. And also
 that he the said *N. G.* now at the time of the
 sealing and delivery hereof, is, and stands law-
 fully, rightfully and absolutely seised, subject to
 the estate for life, of the said *M. R.* his father, and
 to the said jointure of the said *N. I.* and to the
 said term of — years, and to the said mortgage
 and security to the said *fir D. F.* of and in the said
 manor, &c. hereby granted, released and con-
 veyed, or expressed and intended so to be, with
 the appurtenances, of a good, sure, perfect,
 lawful, absolute, and indefeasible estate of inher-
 itance in fee simple, (subject as aforesaid) without

Covenant that
 he is seised in
 fee.

MORTGAGE. any manner of condition, trust, power of revocation, or limitation of any use or uses, (other than as aforesaid) or any other restraint, act, matter, cause or thing whatsoever, to alter, change, charge, defeat, determine or incumber the same. And that he the said *N. G.* now at the time of the sealing and delivery of these presents, hath in himself good right, full power, and lawful and absolute authority, (subject as aforesaid) to grant, release, and assure all and singular the said manor, &c. with their and every of their rights, members and appurtenances, unto the said *F. I.* his heirs and assigns, in manner, and to the uses and upon the trusts aforesaid. And that in case the said manor, &c. or any part or parts thereof, shall be sold in pursuance of the trust hereinbefore declared for that purpose, it shall be lawful for the purchaser or purchasers thereof, his, her, or their heirs and assigns, from time to time, and all times from henceforth, for ever, peaceably and quietly to have, hold, and enjoy the same, and take the rents, issues and profits thereof, and every part thereof, subject as aforesaid, to and for his and their own use and benefit, without the lawful let, suit, trouble, hindrance, molestation, interruption, or denial, of, from, by, or through the said *N. G.* his heirs, executors, administrators or assigns, or any of them, or any other person or persons whomsoever, lawfully claiming, or to claim, from, by, or under or in trust for him, them, or any of them, or by, from, through, or under his, their, or any of their right, title, estate or interest (except as hereinafter is excepted), and that free and clear, and freely and clearly acquitted, exonerated and discharged by the said *N. G.* his heirs, executors and administrators, of, from, and against all former and other gifts, grants, bargains, sales, mortgages, assignments, jointures, dowers and thirds, rights

Hath full power
to grant.

For quiet en-
joyment.

Free from in-
cumbrance.

and titles of dowers and thirds, uses, estates, MORTGAGE. trusts, intails, rents and arrears of rents, statutes, judgments, recognizances, extents, executions, commissions, debts, damages, charges and incumbrances, had, made, done, executed, committed, occasioned or suffered, or to be had, made, executed, done, committed or suffered, by him the said *N. G.* or his ancestors, other than and except the estate for life of the said *N. R.* the father, and his assigns, therein as aforesaid, the said mortgage for securing the said sum of —, and interest, to the said sir *D. F.* and the said jointure of the said *N. I.* and the said term of — years, and the several subsisting leases thereof. And further, that if the said manor, &c. mentioned, and intended to be hereby granted and released, or any part or parts thereof, shall be sold in pursuance of the trust hereinbefore declared for that purpose, the said *N. G.* and his heirs, and all and every other person or persons lawfully claiming, or who shall or may hereafter have, or claim any estate, right, title, or interest, of, into, or out of the said manor, &c. or any of them, or any part or parts thereof hereinbefore mentioned, and hereby released, by, from, through, or under or in trust for them, or any of them, and the ancestors of the said *N. G.* (other than and except as aforesaid,) shall and will, from time to time, and at any times after the same shall be sold and conveyed as aforesaid, at the request, costs and charges of the purchaser or purchasers thereof, his or their heirs or assigns, make, do, acknowledge, suffer and execute, perform, perfect and finish, or cause or procure to be made, done, acknowledged, levied, suffered and executed, performed, perfected and finished, all and every such further and other lawful and reasonable act and acts, deed and deeds, conveyances, releases and assurances in the law whatsoever, for the further, better, more

Exception.

To make further assurance to purchasers.

MORTGAGE thereof, are, or is, now vested in trust for protecting the same from mesne incumbrances, or as attendant upon the inheritance, (subject as aforesaid) and the respective heirs, executors, and administrators of such person and persons, shall from henceforth stand and be possessed of such term or terms, for years, judgments, statutes, recognizances, and other incumbrances whatsoever, in trust for the said *B. W. P. W.* and *A. A.* their executors, administrators and assigns, for the further and better securing to them the said sum of —, and the interest thereof as aforesaid (subject to the proviso hereinbefore contained for redemption of the premises) and for that end to be assigned and disposed of from time to time, as occasion shall require, in trust, to wait on and go along with the freehold and inheritance of the said manor, &c. and to protect and preserve the same from all mesne charges and incumbrances, if any such there shall be. And whereas the said *N. G.* hath executed a bond or obligation, bearing even date with these presents, and entered into by him the said *N. G.* to the said *B. W. P. W.* and *A. A.* in the penal sum of —, consideration for the payment of the said sum of —, at the place and times, and manner therein expressed, to the said *B. W.* and *W. P.* and *A. A.* their executors, administrators and assigns, and performance of the covenants in this indenture contained, and also duly executed a warrant of attorney for confessing a judgment thereon, and which said judgment is intended to be entered on record in his Majesty's Court of King's Bench at Westminster, as of Hilary term last, next Easter term, or some subsequent term. Now this indenture further witnesseth, and it is hereby declared and agreed, by and between the said parties to these presents, that the said sum of —, secured by the said bond in the same sum of —, as is meant and in-

Recitals of
bond, and war-
rant of attorney.

tended to be secured by these presents as afore-~~mentioned~~ said, and that the said judgment upon the afore-~~mentioned~~ said bond, to the said *B. W. P. W.* and *A. A.* is intended to be entered up, and the said *B. W. P. W.* and *A. A.* his executors, administrators and assigns, are to stand and be possessed thereof, and of all benefit and advantage arising and to be had, or taken thereby, as a collateral security only, and for the better and more effectual payment of the said sum of —, to the said *B. W. P. W.* and *A. A.* their executors, administrators and assigns, at the several days and times, and in the manner hereinbefore appointed for payment thereof, and that no execution or executions shall be issued or taken out upon the said judgment, until some one half yearly payment of the said interest, or some part thereof, on the said principal sum of — shall be in arrear by the space of — calendar months after some or one of the said days hereinbefore limited and appointed for payment thereof: PROVIDED ALWAYS, and it is hereby further declared and agreed, by and between the said parties to these presents, and the true intent and meaning of these presents, and of the said parties hereto, is, and the said *N. G.* for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said *B. W. P. W.* and *A. A.* his executors, administrators, and assigns, that when, and so often as the said half yearly payments of interest, or any part thereof, or the payment of the said principal money, shall be behind by the space of — calendar months next over or after any or either of the said days and times hereinbefore mentioned or appointed for payment thereof, then, and so often, and in every such case, it shall and may be lawful to and for the said *B. W. P. W.* and *A. A.* their executors, administrators, or assigns, to sue out such execution or executions, upon or

Power to sue
out execution.

MORTGAGE. by virtue of the said judgment hereinbefore mentioned, as he or they shall think fit, or be advised, for the recovery of the arrears of the said half yearly payments of interest, or of the said principal money, and all costs and charges which the said *B. W.* *P. W.* and *A. A.* their executors, administrators, or assigns, or any of them, shall bear, pay, sustain, or be put unto, by or by reason or means of the non-payment of the same sum of —, or any part thereof, at the days, and in the manner hereinbefore provided in that behalf, and it shall not be necessary for the said *B. W.* *P. W.* and *A. A.* their heirs, executors, administrators, or assigns, to revive, or cause the said judgment to be revived, or to do any act, matter, or thing, to keep the same on foot, notwithstanding the said judgment shall have been entered on record, for the space of one year, or upwards, and notwithstanding any rule or practice of the court, in which the said judgment shall be entered on record, to the contrary; and that the said *N. G.* his heirs, executors, or administrators, shall not, nor will have, take, or receive any advantage, for want of reviving or keeping the said judgment on foot. **IN WITNESS, &c.**

Lease and Release, (by way of Mortgage,) to a first and second Mortgagee, by way of Use.

THIS INDENTURE, made the — day of —, in the — year, &c. and in the year of our Lord —, between *E. F.* of —, in the county of —, gent. of the first part, *D. M.* of —, in the county of —, and *A.* his wife, *S. D.* of —, in the said county of —, widow, and

I. A. of —, in the said county, widow, which **MORTGAGE** said *A. S. D.* and *I. A.* are the only sisters — and co-heiresses at law of *C. E.* late of — aforesaid, yeoman, deceased, who was the younger and only surviving son and heir at law of *C. I.* late of — aforesaid, yeoman, deceased, of the second part, *T. E.* of —, in the said county of —, widow and relict, and also executrix and legatee, named in the last will and testament of the rev. *V. U.* of —, in the county of —, clerk, eldest son and heir at law of —, deceased; *H. C.* of —, in the county of —, clerk, *F. N.* of —, in the said county of —, esq. and *F. N.* his wife; the rev. —, of —, in the county of —, clerk, and *D.* his wife; sir *F. N.* of —, in the said county of —, knight, and dame *D.* his wife; *M. F.* of —, in the county of —, clerk, and *T. E.* of —, aforesaid, esq. (which said *V. U. H. C. F. N. R. D.* dame *D. F. V. U.* party hereto, and *T. E.* were the only children of the said *V. U.* deceased, living at the time of his death,) of the third part; *I. W.* of —, in the county of —, esq. of the fourth part; *W. I.* of —, in the county of —, esq. and *S. I.* of —, in the said county, esq. of the fifth part; and the most noble *H. W.* duke of —, marquis of —, and *P. Q.* of —, esq. of the sixth part: WHEREAS, by indentures of lease and re-lease, bearing date respectively on or about the — day of —, which was in the year of our Lord —, the release being made, or expressed to be made, between *E. N.* of the first part; *H. P.* of —, in the county of —, esq. of the second part, and the said *C. I.* of the third part, It is witnessed, that the said *E. N.* for the considerations therein mentioned, did, by the direction and approbation of the said *H. P.* testified as therein mentioned, grant, bargain, sell, remise, release, and confirm, unto the said *C. I.* his heirs

Recital of indentures.

MORTGAGE and assigns, all, &c. with, &c. to hold the same unto, and to the use of the said C. I. his heirs and assigns, for ever: And whereas the said C. I. is since dead, leaving the said D. A. S. D. and A. I. his daughters and co-heiresses: AND whereas the trust estate and inheritance of the said pieces or parcels of land, and hereditaments, comprised in the said in part recited indentures of lease and release, descended to and became vested in the said V. U. deceased, and the said D. A. S. D. and A. I. are become seised of the said pieces or parcels of land, hereditaments, and premises, in trust for the said V. U. deceased, and his heirs: AND whereas the said V. U. deceased. [*Here the deed proceed, reciting the will of the said V. U. &c. by which he gave his estates to trustees to sell to pay his debts, and divides the surplus among his wife and children, &c. and recites other deeds by which the same are become vested in E. F. upon the said trusts.*] AND whereas the said I. W. hath contracted and agreed with the said E. F. (by and with the consent and approbation of the said T. E. T. I. H. C. F. N. and J. his wife, R. T. and D. his wife, sir D. B. and dame F. his wife, T. I. party hereto, and T. E. for the absolute purchase of the pieces or parcels of lands, and hereditaments, comprised in the said hereinbefore in part recited indentures of lease and release, of the — and — days of —, and also of the manors, messuages, lands, tenements, and hereditaments hereinafter particularly mentioned and described, and intended to be thereby granted and released, at or for the price or sum of —; and whereas it not being at present convenient to the said I. W. to pay the whole of the said sum of —, he hath applied to, and requested the said W. I. and S. I. to lend him the sum of —, part thereof, and to the said H. W. duke of —, and P. Q. to lend him the sum of —, other

Agreement for
purchase.

part thereof, which they have agreed to do, upon MORTGAGE.
 having the said manors, messuages, lands, tenements, and hereditaments conveyed to the use of the said *W. I.* and *S. I.* for the term of — years, with remainder to the use of the said *H. W.* duke of —, and *P. Q.* and their heirs, as a security for the repayment of the said respective sums of — and —, with interest, in manner hereinafter mentioned: Now this indenture witnesseth, that in pursuance of the said agreement, and for and in consideration of the sum of —, of lawful money of *Great-Britain*, part of the said sum of —, the consideration-money for the purchase aforesaid, by the said *W. I.* and *S. I.* (at the request of the said *I. W.* testified by his being made a party to, and executing these presents, to the said *E. F.* in hand well and truly paid, at or before the sealing and delivery of these presents, and also for and in consideration of the sum of —, of like lawful money, being other part of the said sum of —, the consideration-money for the purchase aforesaid, by the said *W. H.* duke of —, and *P. Q.* (at the request, and by the direction of the said *W. I.* testified as aforesaid, to the said *E. F.* in hand well and truly paid, at or before the sealing and delivery of these presents, the receipts of which said several sums of — and —, he the said *E. F.* doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, release, and discharge the said *W. I.* *S. I.* *H. W.* duke of —, and *P. Q.* and *W. I.* their respective heirs, executors, administrators, and assigns, and every of them, for ever, by these presents, and also for and in consideration of the sum of — a piece, of like lawful money of *Great Britain*, by the said *W. I.* *S. I.* to the said *D. M.* and *A.* his wife, *T. D.* *A. I.* *T. E.* *V. U.* *H. C.* *E. N.* and *J.* his wife, *R. T.* and *D.* his wife, sir *D. B.* and

MORTGAGE dame *F.* his wife, *T. J.* party hereto, and *T. E.* in hand well and truly paid, at or before the sealing and delivery of these presents, the receipt whereof is thereby acknowledged, they the said *D. M.* and *A.* his wife, *S. D.* and *A. J.* at the request of the said *E. F. T. E. T. I. H. C. F. N.* and *J.* his wife, *R. T.* and *D.* his wife, sir *D. B.* and dame *F.* his wife, *T. J.* party hereto, and *M. F.* (and at the request, nomination, and appointment of the said *T. W.* testified by their being respectively made parties to, and executing these presents,) hath bargained, sold, aliened, released, and confirmed, and by these presents do, and each of them doth bargain, sell, alien, release, and confirm, and the said *E. F. T. E. T. I. H. C. F. N.* and *J.* his wife, *R. T.* and *D.* his wife, sir *B. D.* and dame *F.* his wife, *T. I.* party hereto, and *M. F.* (at the request, and by the direction of the said *J. W.* testified as aforesaid,) have, and each and every of them hath granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents do, and each of them doth bargain, sell, alien, release, ratify, and confirm, and the said *E. F. T. E. T. J. H. C. F. N.* and *J.* his wife, *R. T.* and *D.* his wife, sir *B. D.* and dame *F.* his wife, *T. J.* party hereto, and *M. F.* (at the request, and by the direction of the said *J. W.* testified as aforesaid,) have, and each and every of them hath granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents do, and each and every of them doth grant, bargain, sell, alien, release, ratify, and confirm, unto the said *W. J.* and *S. J.* (in their actual possession now being, by virtue of a bargain and sale to them thereof made, by the said *D. M.* and *A.* his wife, *S. D. A. J. E. F. T. E. T. J. H. C. F. N.* and *J.* his wife, *R. T.* and *D.* his wife, sir *D. B.* and dame *F.* his wife, *T. J.* party hereto, and *M. F.*

Transfer of
premises pre-
viously vested
in trustees.

and W. J. for 5 s. a piece consideration, by in- MORTGAGE.
 denture, bearing date the day next before the day
 of the date of these presents, for one whole year,
 commencing from the day next before the day of
 the date of the same indenture of bargain and
 sale, and by force of the statute made for trans-
 ferring uses into possession,) and their heirs and
 assigns, all those, &c. [*The parcels of land con-
 tained in the first recital, are here to be inserted.*]
 and all and singular other the premises mentioned
 and described, and comprised in the said herein-
 before in part recited indentures of the — and —
 days of —, which was in the year of our Lord
 —, together with all and singular paths, General words
 passages, ways, waters, watercourses, commons,
 common of pasture and turbary, mines, delphs,
 quarries, easements, privileges, prospects, com-
 modities, advantages, emoluments, hereditaments,
 and appurtenances whatsoever, to the said pieces
 or parcels of land, hereditaments, and premises
 hereinbefore mentioned to be hereby released as
 aforesaid, or any part thereof, now, or at any
 time heretofore usually had, held, used, occupied,
 possessed, or enjoyed, or accepted, reputed,
 deemed, taken, or known as part, parcel, or
 member thereof, or of any part thereof, and the re-
 version and reversions, remainder and remainders,
 yearly and other rents, issues, and profits thereof,
 or thereunto incident, belonging, or in any wise
 appertaining, and all the estate, right, title, trust,
 interest, property, claim, and demand whatsoever,
 both at law and in equity, of them the said D. M.
 and A. his wife, S. D. A. J. E. F. T. E. T. I.
 H. C. F. N. and J. his wife, R. T. and D. his
 wife, sir B. D. and dame F. his wife, T. J.
 party hereto, and T. E. or any or either of them,
 into or out of the same, every or any part thereof,
 and all deeds, evidences and writings which relate
 to or concern the title of the same premises, or

MORTGAGE. any part thereof, jointly or together, with other hereditaments of less value, which they the said *D. M.* and *A.* his wife, *S. D. A. J.* &c. &c. or any or either of them, now have or hath, in their or either of their custodies, or can come by, without suit at law or equity, together with true copies or extracts of all such other deeds, evidences, or writings, as concern or relate to the said premises, or any part thereof, jointly or together, with other lands of greater value, the same copies, when first taken, to be made and written out at the cost and charges of the said *E. F. T. E. T. J. H. C. F. N.* and *J.* his wife, *R. T.* and *D.* his wife, sir *B. D.* and dame *F.* his wife, *T. J.* party hereto, and *T. E.* some or one of them, or some or one of their heirs or assigns, but all future copies to be made and taken at the cost and charges of the said *W. I.* his heirs and assigns, To HAVE and to HOLD the said pieces or parcels of lands, hereditaments, and all and singular other the persons hereinbefore mentioned to be hereby released as aforesaid, with their and every of their appurtenances unto the said *W. I.* and *S. I.* and their heirs, to their use, and subject to the provisos and agreements hereinafter expressed and declared concerning the same, and subject to the provisos and agreements hereafter contained for the redemption thereof. And the said *D. M.* for himself and *A.* his wife, *S. D.* and *A. I.* do, and each of them doth hereby, for themselves, their heirs, executors, and administrators, covenant and declare, to and with the said *W. I.* and *S. I.* their heirs and assigns, by these presents, that they the said *D. A. S. D.* and *A. I.* or the said *C. E.* in his life time, have not, at any time heretofore, made, done, committed or executed, or wittingly or willingly permitted or suffered, any act, deed, matter or thing whatsoever, whereby, wherewith, or by means or reason whereof, the said pieces or par-

Deeds.

All the parties.

Habendum.

Covenant that the parties seized in trust have done no act to incumber.

cels of lands, hereditaments and premises here- MORTGAGE.
inbefore mentioned to be hereby released, or any
part thereof, are, is, can, shall, or may be any
ways incumbered or impeached, in title, interest,
charge, estate, or otherwise howsoever. AND
this indenture further witnesseth, that for the
considerations aforesaid, the said *E. F.* (at the re-
quest, and with the consent and approbation of
the said *T. E. T. J. H. C. F. N.* and *J.* his wife, &c.
[*Here proceeds a transfer of the rest of the property*
purchased] which said last mentioned messuages or
tenements, lands, hereditaments and premises
were purchased by the said *V. U.* deceased, of *A. B.*
of —, in the county of —, yeoman, and
were conveyed and limited unto and to the use of
him and his heirs, by indentures of lease and re-
lease, bearing date respectively the — day of
—, which was in the — year of our Lord,
being made or expressed to be made between, &c.
[*parties*] and by virtue of a common recovery, suffered
pursuant to an agreement in the said indenture
of release contained, for that purpose, all which said
messuages or tenements, lands, hereditaments and
premises, now are in the several tenures, possessions,
or occupations of &c. [*present tenants names*] their
assigns, or under-tenants, together with all and sin-
gular houses, outhouses, buildings, barns, stables,
yards, orchards, gardens, lands, meadows, pas-
tures, feedings, woods, underwoods, ways, General words.
waters, water-courses, lands covered with water,
moors, marshes, land, waste grounds, com-
mon, common of pasture and turbary, courts
leet, courts baron, perquisites and profits of
courts, waifs, estrays, goods and chattels of felons
or fugitives, or of felons themselves, deodands,
loyalties, royalties, franchises, jurisdictions, pro-
fits, privileges, easements, commodities, ad-
vantages, emoluments, hereditaments and appur-
tenances whatsoever, to the said manors, messua-

MORTGAGE. ges, lands, tenements, hereditaments and pre-
 mises, mentioned to be hereby granted and re-
 leased as aforesaid, or any of them, or any part
 thereof, now or at any time heretofore usually
 had, held, used, occupied, possessed or enjoyed, or
 accepted, reputed, deemed, taken, or known to
 be part, parcel, or member thereof, and the re-
 version and reversions, remainder or remainders,
 yearly and other rents, issues and profits there-
 of, or thereunto belonging, or in any wise ap-
 pertaining, and all the estate, right, title, inte-
 rest, use, trust, property, claim and demand
 whatsoever, both at law and in equity, of them
 the said *E. F. T. E. T. J. H. C. &c. &c.* and
 every of them, of, in, to, or out of the same,
 and also all deeds, &c. To have and to hold the
 said manors, messuages, lands, tenements, here-
 ditaments, and all and singular other the pre-
 mises hereinbefore mentioned to be hereby granted
 and released, with their and every of their appur-
 tenances, unto the said *W. I. and S. I.* and their
 heirs, to the uses, and subject to the provisos and
 agreements hereinafter expressed and declared
 concerning the same, and it is hereby agreed and
 declared, by and among all and every the said
 parties to these presents, and the true intent and
 meaning of the said parties and of these presents
 is, that they the said *W. I. and S. I.* and their
 heirs, shall stand and be seised of, and interested
 in, the said manors, messuages, lands, tenements,
 hereditaments, and all and singular other the pre-
 mises hereinbefore mentioned to be hereby re-
 leased, with their and every of their appurte-
 nances, to the uses, and under and subject to the
 provisos and agreements hereinafter expressed and
 declared concernig the same, that is to say, to the
 use of the said *W. I. and S. I.* their executors,
 administrators and assigns, from henceforth, for
 and during, and to the full end and term of —

Parties.

Mabendum to
 first mort-
 gagees.

years, without impeachment of or for any manner MORTGAGE. of waste, subject nevertheless to the proviso or agreement hereinafter contained for the redemption thereof, and from and immediately after the end and expiration, or other sooner determination of the said term, and in the mean time subject unto and to the use of the said *H. W.* duke of —, and *P. Q.* their heirs and assigns for ever, but subject nevertheless to the proviso or agreement hereinafter mentioned for redemption thereof. PROVIDED always, and it is hereby agreed and declared, by and between the said *W. I.* and *S. I.* and the said *H. W.* duke of —, and *P. Q.* and the said *W. I.* that if the said *H. W.* duke of —, and *P. Q.* their heirs and assigns, or the said *W. I.* his heirs, executors, administrators and assigns, shall and do, well and truly pay, or cause to be paid, unto the said *W. I.* and *S. I.* their executors, administrators or assigns, at or in the common dining hall of — the full sum of —, of lawful money of *Great Britain*, with interest for the same, after the rate of £5 for every hundred by the year, in manner following, that is to say, the sum of —, being half a year's interest for the sum of —, after the rate aforesaid, upon the — day of —, next ensuing the date of these presents, and the further sum of —, being the said principal money, and half a year's interest thereof, after the rate aforesaid, upon the — day of — then next following, and which will be in the year of our Lord —, without making any deduction or abatement whatsoever out of the same, or any part thereof, for or in respect of any taxes, charges, assessments, impositions, or other cause, matter or thing whatsoever, already charged, taxed, or imposed, or which shall or may at any time hereafter be taxed, charged, assessed, or imposed upon the said manors, messuages, lands, tene-

Proviso for redemption.

MORTGAGE. ments, hereditaments and premises, or any part thereof, or the occupiers thereof, or of any part thereof, or upon the said *W. I.* his executors, administrators or assigns, for or in respect thereof, or upon the said sum of —, and interest, or any part thereof, by authority of Parliament, or otherwise howsoever, then and from thenceforth the said *W. I.* and *S. I.* their executors, administrators or assigns, shall and will, at the requests, costs and charges of the said *H. W.* duke of —, and *P. Q.* their heirs or assigns, in case they, or any of them, shall so pay the sum of —, and interest for the same, after the rate, and at the days and times, and in manner hereinbefore mentioned for payment thereof, or at the request, cost and charges, of the said *W. I.* his heirs, executors, administrators or assigns, in case he or they shall so pay the sum of —, with interest for the same, at the rate, and on the days and times, and in the manner hereinbefore mentioned for payment thereof, convey, assign and assure the said manors, messuages, lands, tenements, hereditaments and premises hereby limited, in use to the said *W. I.* and *S. I.* their executors and administrators, for the said term of — years, with their and every of their appurtenances, unto the said *H. W.* duke of —, and *P. Q.* their heirs, executors, administrators or assigns, in case they should so pay the said sum of —, and the interest thereof as aforesaid, or unto the said *W. I.* his executors, administrators or assigns, (a) in case he or they shall pay the said sum of —, and interest as aforesaid, or as he or they shall direct or appoint, free from all incumbrances in the mean time had, made, done,

(a) If tenant for life, remainder in fee, or mortgagees, say, "according to their respective estates, rights and interests in the said premises respectively."

or committed by the said *W. I.* and *S. I.* their **MORTGAGE.**
 executors, administrators or assigns, or any other
 person or persons lawfully claiming or to claim,
 by, from, or under, or in trust for them, or any
 of them. And for the aforesaid considerations,

Covenant to
 reconvey
 free from in-
 cumbrance.

the said *W. I.* for himself, his heirs, executors
 and administrators, doth covenant, promise, de-
 clare and agree, to and with the said *W. I.* and
S. I. their executors, administrators and assigns,
 by these presents, in manner following, that is to
 say, that they the said *H. W.* duke of —, and
P. Q. their executors, administrators or assigns,
 or the said *W. I.* his executors, administrators or
 assigns, some or one of them shall or will, with-

Covenant for
 repayment of
 mortgage
 money.

out any deduction or abatement whatsoever for
 taxes or otherwise, as aforesaid, well and truly
 pay, or cause to be paid, unto the said *W. I.* and
S. I. their executors, administrators or assigns,
 the sum of — of lawful money of *Great-Bri-*
tain, with interest for the same, after the rate of
 £ 5 per cent. for every £ 100 by the year, on the
 several days and times, and at the place, and in
 the manner hereinbefore limited and appointed,
 for payment thereof, according to the proviso or
 agreement hereinbefore contained, and the true
 intent and meaning of these presents. Provided
 also, and it is hereby agreed and declared by and
 between the said *H. W.* duke of —, and *P. Q.*
 and the said *W. I.* that the said *W. I.* his heirs,
 executors or administrators, shall and do well
 and truly pay, or cause to be paid unto the said
H. W. duke of —, and *P. Q.* their executors,
 administrators or assigns, at or in the com-
 mon dining hall of — &c. &c.

[*Here follows proviso for redeeming the same as
 before, mutatis mutandis, only using the words
 "convey and assure," instead of "convey, assign and
 assure," and in the transfer say, "to H. W. duke of
 —, and P. Q. their heirs and assigns," instead of
 "his heirs, executors, administrators and assigns."*]

MORTGAGE. And for the aforesaid consideration the said W. I. for himself, his heirs, executors, and administrators, doth covenant, promise, declare, and agree, &c. [*Covenant to pay the money as before to the said H. W. duke of —, and P. Q.*]. And the said E. F. for himself, his heirs, executors and administrators, doth covenant and declare, to and with the said W. I. and S. I. their heirs and assigns, that he the said E. F. hath not, at any time heretofore, made, done, committed, or executed, or wittingly or willingly permitted or suffered to be done, any act, deed, matter or thing whatsoever, whereby, wherewith, or by reason or means whereof the said manors, messuages, lands, tenements, hereditaments, and premises hereinbefore mentioned to be hereby granted and released, or any part thereof, are, is, can, shall, or may be anywise incumbered, or impeached, in title, interest, charge, estate, or otherwise howsoever. And the said T. E. for herself, her heirs, executors, and administrators, and for the estate, title, possession, and further assurance of one undivided eighth part only of the said manors, messuages, lands, tenements, hereditaments, and premises hereinbefore mentioned and intended to be hereby granted and released, and that T. I. party hereto, for himself, his heirs, executors and administrators, for the estate, title, possession, and further assurance of one undivided eighth part only of the same premises, and the said H. C. for himself, his heirs, executors, and administrators, and for the estate, title, possession, and further assurance of one undivided eighth part only of the same premises, and the said F. N. for himself, and for the said J.

Covenant that the vendors, or some of them are, seised in fee.

* These covenants running with the land, are made with the trustee to uses, viz. the first mortgagees only; as the owner of the fee, &c. for the time being, may sue upon them in his own or the termor's name.

his wife, and their and each of their heirs, execu- **MORTGAGE.**
 tors and administrators, and for the estate, title,
 possession, and further assurance, of one undi-
 vided eighth part only of the same premises.
 And the said, &c. &c. &c. [*Proceed as above*
as to all the parties] do severally and respec-
 tively covenant, promise, and agree, to and with
 the said *W. I.* and *S. I.* by these presents, in
 manner following, that is to say, that for and
 notwithstanding any act, deed, matter or thing
 whatsoever, by them the said *T. E. T. I. H. C.*
P. N. and *J.* his wife, sir *B. D.* and dame
F. his wife, *T. I.* party hereto, and *T. E.* or
 the said *T. I.* deceased, the reverend *U. T.* late of
 — aforesaid, clerk, deceased, brother of the
 same *V. U. H. P. D. C.* and *D. P.* all late of —
 aforesaid, esquires, deceased, or any of them, at
 any time heretofore made, done, committed, or
 executed, to the contrary, they the said *E. F.*
T. E. &c. &c. &c. [*Name all the parties as*
before] or some or one of them, now at the
 time of the sealing and delivery of these pre-
 sents, are, or is lawfully and rightfully seised
 of and in a good, sure, perfect, and indefeasible
 estate of inheritance, in fee simple, in possession,
 to them and their heirs, of and in all and singular
 the said manors, messuages, lands, tenements,
 hereditaments and premises hereinbefore men-
 tioned to be to them the said *W. I.* and *S. I.* and
 their heirs, hereby granted and released: And
 that they the said *E. F. T. E.* &c. [*Parties*] or
 some or one of them, now at the time of the
 sealing and delivery of these presents, have or
 hath in themselves, or himself, or herself, good
 right, full power, and lawful and absolute autho-
 rity, by these presents, to grant and release, con-
 vey and assure, all and singular the said several
 manors, messuages, lands, tenements, heredita-
 ments and premises hereinbefore mentioned to be
 hereby granted and released, with their and every

have good right
 to grant and
 release,

MORTGAGE, of their appurtenances, in such manner, and to ~~and~~ and for such uses, intents, and purposes, and with, under, and subject to such provisos, declarations and agreements, as are hereinbefore limited, declared, and expressed, of and concerning the same; and that the same manors, messuages, lands, tenements, and premises, and every part thereof, with their and every of their appurtenances, shall remain, continue, and be to and for the several and respective estates, uses, interests and purposes, and with, under, and subject to the provisos and agreements hereinbefore limited, declared or expressed, of and concerning the same respectively; and shall and may be peaceably and quietly held and enjoyed, without the let, suit, hindrance, interruption, or denial of the said *E. F. T. E. &c.* [*Parties*] or either of them, their or any of their heirs or assigns, or any of them, or any other person or persons whomsoever, having, or lawfully claiming, or to claim, or who shall or may hereafter have, or lawfully claim, any estate, right, title, trust, or interest, into or out of the same several premises, and every, or any part or parcel thereof, by, from, or under them, or any of them, or the said *T. I.* deceased, *U. T.* deceased, *H. P. D. C.* and *D. P.* also severally deceased, or any of them, or by from, or under their, or any of their right, title, estate, or interest, and that free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise, by them the said *E. F. T. E. &c.* [*Parties*] or some or one of them, their or some of their heirs, executors or administrators, well and sufficiently saved, defended, kept harmless, and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, demises, appointments, jointures, dowers, rights and title of dowers, uses, entails, rents and arrears of rent, statutes, judgments, executions,

For quiet enjoyment.

Free from incumbrances.

titles, charges, and incumbrances whatsoever, ~~MORTGAGE;~~
 had, made, done, committed, or occasioned, or
 wittingly or willingly suffered by the said *E. F.*
T. E. &c. [*Parties*] or any or either of them, or
 the said *T. I.* deceased, *U. T.* deceased, *H. P.*
D. C. and *D. P.* severally deceased, or any of
 them, or by, through, or with their or any of
 their acts, means, default, consent, or privity.
 And moreover, that they the said *E. F. T. E.*
&c. [*Parties*] and their respective heirs, and all
 and every other person or persons whomsoever
 having, or lawfully or equitably claiming, or who For further as-
 surance.
 shall, or may hereafter have, or lawfully or equi-
 tably claim, any estate, right, title, trust, or in-
 terest, in, to, or out of, the said manors, mes-
 suages, lands, tenements, hereditaments and pre-
 mises, mentioned to be hereby granted and re-
 leased as aforesaid, or any of them, or any part
 thereof, by, from, or under them, or any of
 them, or the said *T. I.* deceased, *U. T.* deceased,
H. P. D. C. and *D. P.* also severally deceased, or
 any of them, or by, from, or under their, or any of
 their right, title, estate, or interest, shall or will
 from time to time, and at all times hereafter, at
 the request, costs and charges in the law, of the
 said *W. I.* and *S. I.* their heirs or assigns, make,
 do, acknowledge, levy, suffer and execute, or
 cause or procure to be made, done, acknowledged,
 levied, suffered, and executed, all and every such
 further and other lawful and reasonable act and
 acts, thing and things, conveyances and assur-
 ances in the law whatsoever, for the further and
 better, more perfect and absolute conveying and
 assuring, all and singular the said manors, mes-
 suages, lands, tenements, hereditaments, and
 premises mentioned to be hereby granted and re-
 leased as aforesaid, with their and every of their
 appurtenances, unto the said *W. I.* and *S. I.* and
 their heirs, and to and for the several uses, intents

MORTGAGE. and purposes, and with, under, and subject to the powers, provisos, and agreements, hereinbefore mentioned, expressed, and declared, of and concerning the same respectively for ever, be the same by fine or fines, common recovery or common recoveries, or any other matter of record, or otherwise howsoever, as by the said *S. I.* and *W. I.* their heirs or assigns, or their or any of their counsel in the law, shall be lawfully and reasonably devised, or advised and required, so as such further assurances contain in them no other covenant, or other warranty, than against the person or persons who shall be required to make and execute the same, and against his, her, or their own heirs and ancestors' acts and deeds respectively, and so as no person shall be compelled or compellable to travel, or go from their usual place of his or her abode for the doing thereof.

For abatement
of interest on
regular pay-
ment.

AND it is hereby agreed and declared by and between the said *W. I.* and *S. I.* and the said *W. J.* that until default or failure shall be made of or in payment of the said sum of —, and interest for the same, after the rate aforesaid, or some part thereof, on the days and times hereinbefore limited and appointed for payment thereof, it shall and may be lawful to and for the said *W. J.* his heirs and assigns, peaceably and quietly to have, hold, possess and enjoy, all and singular the said manors, messuages, lands, tenements, hereditaments, and premises hereby granted and released, with their appurtenances, and the rents, issues, and profits thereof to receive and take to his and their own use and benefit, without the let, suit, interruption or denial, of the said *W. I.* and *S. I.* their heirs, executors, administrators, or assigns, or of any other person or persons lawfully claiming, by, from, or under them, or any of them, and that when and so often as the interest of the said sum of —, lent and advanced by the said

Mortgage.

W. I. and *S. I.* shall happen to be paid half MORTGAGE. yearly, upon the days the same shall become due, ——— or within 40 days then next, but not oftener, or otherwise, there shall be by the said *W. I.* and *S. I.* their executors, administrators, or assigns, abated or discounted out of such interest, to be computed after the rate of £. 5 per cent. per annum, so much, and such part thereof, as will reduce the same, for such respective payments only, from the rate aforesaid, to the rate of £ 4 10s. per cent. per annum, any thing hereinbefore contained to the contrary thereof in anywise notwithstanding. AND it is hereby agreed and declared, by and between the *H. W.* duke of ———, and *P. Q.* &c. [*The same declaration as to possession and rebate of interest, between the said H. W. duke of ———, and P. Q. and W. I.*] IN WITNESS, &c.

Release of Lands for creating a Mortgage of a Term of Years, and subject thereto, limiting the same to the Uses of a former Settlement.

THIS INDENTURE, made, &c. between *C. A.* Parties. of, &c. *G. O.* esq. one of the commissioners in his Majesty's navy, *W. U.* of, &c. *I. U.* of, &c. and *N. I.* of, &c. (devisees in trust, named and appointed in and by the last will and testament of *A. C.* late of, &c. deceased,) of the first part; *T. C.* of, &c. captain in the royal navy, second son of sir *F. C.* knight of the honourable order of the ———, deceased, and *C. L.* of, &c. esq. devisees in trust, and executors named and appointed in and by his last will and testament of the said sir *F. C.* deceased, of the second part; *D. B.* of, &c. esq. and the rev. *H. T.* of the same place, clerk, of the third part; the honourable *X. Y.* of,

MORTGAGE. &c. of the fourth part; *C. I.* of, &c. and *K. A.* his wife, (late *D. C.* spinster,) of the fifth part; and *C. E.* of, &c. and *O. P.* of, &c. of the sixth part: Recital of act of parliament. WHEREAS, by an act of parliament, made and passed in the — year of the reign of his said Majesty, King *George III.* intituled, “An act for dividing a certain fen, called —, and certain other commonable places adjoining thereunto, in the — parts of —, in the county of —,” It was enacted, that the said fen, and other commonable places adjoining thereto, should be set out, divided, and allotted by such commissioners, and in such manner, and under such powers and authorities, and subject to such rules, orders, and directions as are therein mentioned: AND it was also enacted, that such commissioners, or any three or more of them, should, and they are thereby authorized and required, to set out and allot to the sole use and benefit of the said sir *F. C.* the sole owner of —, his heirs and assigns, half as many acres of the said fen as should be allotted to —, by virtue of the now reciting act, and the allotment so made and set out was to be to the sole use of the said sir *F. C.* his heirs and assigns for ever; and that the same should be set out and allotted, in one plot or parcel, about and adjoining to — aforesaid: AND whereas, by deed-poll of award, bearing date on or about the — day of —, under the hands and seals of *W. B.* of, &c. *D. D.* of, &c. *H. T.* of, &c. *O. T.* of, &c. and *E. W.* of, &c. commissioners elected and chosen to put the hereinbefore recited act into execution, the said commissioners did allot and assign, to the sole use and benefit of the said sir *F. C.* the sole owner and proprietor of —, his heirs and assigns, all that, &c. AND whereas, by indentures of lease and release, bearing date respectively on or about the — and — day of —, and made, or mentioned to be made,

between the said sir *F. C.* of the one part, and *C. A.* of the other part, after reciting to the effect ————
 hereinbefore recited, and that the said sir *F. C.* having occasion for £——, had applied to the said *C. A.* to advance him some on the security of the estate thereafter granted and conveyed, which he had agreed to do, IT IS WITNESSED, that for and in consideration of the sum of ——, to the said sir *F. C.* paid by the said *C. A.* he the said sir *F. C.* did grant and convey unto the said *C. A.* (amongst other hereditaments,) the said allotments, plots, or parcel of land, containing —— above described, and which is now subdivided into various separate inclosures, and is held by the several tenants and occupiers thereof hereinafter named, in the proportions hereinafter set forth, with the appurtenances, To HOLD the same unto, and to the use of the said *C. A.* his heirs and assigns, subject to the proviso and agreement therein contained for redemption of the said premises, by the said sir *F. C.* his heirs, executors, or administrators, on payment of the sum of ——; with interest for the same, to the said *C. A.* his executors, administrators, or assigns, at the rate, and on or at the day or time therein for that purpose mentioned, which is since past: AND whereas the said sir *F. C.* is since dead, and by his last will and testament, in writing, bearing date on or about the — day of ——, executed in such manner as is required by the statute for rendering valid the devises of real estates, after disposing of part of his personal estate, gave and bequeathed all his, &c. unto his executors thereafter named, upon trust, that they, and the survivor of them, and the heirs, executors, and administrators of such survivor, should sell all his (the said testator's) real and personal estate, as also his real estate, directed to be conveyed to them as therein mentioned, in such manner as they should judge

MORTGAGE. most proper, and pay, apply, and dispose of the money thereby arising to and for the benefit of the said *S. I. E. F.* and *F. B.* youngest son of the said testator; and of his the said testator's two daughters, *A. F.* and *L. F.* and the issue of the said *A.* and *L.* in such manner as is by the said will directed; and the said testator did thereby declare his will and meaning to be, that, for the ease and safety of any person or persons, who might become the purchaser or purchasers of any of the said estates, the receipt or receipts of his said executors, or of the survivors or survivor of them, to such purchaser or purchasers, should be good and sufficient discharges to the purchaser or purchasers thereof, for the monies which he or they should respectively pay for the same; and that such purchaser or purchasers should not be answerable or accountable for the misapplication or non-application of the purchase-money, or any part thereof; and the said testator did thereby constitute and appoint his son the said *T. C.* and the said *L. C.* executors of his said will: AND whereas, by indenture, bearing date on or about the — day of —, and made, or mentioned to be made, between *F. C.* of, &c. and heir at law of the said fir *F. C.* deceased, of the one part, and the said *T. C.* and *C. L.* of the other part, after reciting the said will of the said fir *F. C.* and that the said *F. C.* had had notice of, and was well satisfied with the said will, and that the said testator was of sound mind, memory, and understanding, at the time of making thereof, and that the same was duly executed as the law in such cases required; and therefore to prevent the expence of proving the said will in a court of equity, for perpetuating the testimony of the witnesses thereto, he the said *F. C.* at the request of the said *T. C.* and *L. C.* have consented and agreed to ratify, confirm, and establish the said

will, it is, by the now reciting indenture, wit- **MORTGAGE.**
 nessed, that, in consideration of the premises, and
 for divers other good causes and considerations,
 him the said *F. C.* thereunto moving, he the said
F. C. did ratify, confirm, and establish the said
 recited will of the said sir *F. C.* and also a codicil
 thereto, and all and every the gifts, bequests,
 matters, and things therein contained: **AND** it is
 further witnessed, that, for the considerations
 aforesaid, and for the further and better ratifying
 and confirming the said will, as to the gift and
 devise therein contained, of the real estates of the
 said sir *F. C.* unto the said *C. L.* and *L. C.* and
 their heirs; and in consideration of — to the said
F. C. paid by the said *C. L.* and *L. C.* he the said
F. C. did grant, bargain, sell, and confirm unto
 the said *C. L.* and *C. L.* their heirs and assigns,
 all those the manors, &c. and real estates whatso-
 ever, late of him the said sir *F. C.* deceased,
 which, in and by the said recited will were given
 and bequeathed, or mentioned or intended to be
 given and bequeathed, unto the said *F. C.* and
L. C. and their heirs as aforesaid, with their ap-
 purtenances, to hold the same unto the said *F. C.*
 and *L. C.* their heirs and assigns, for ever: **AND**
 whereas the said *A. C.* is also since dead, and by
 his last will and testament, in writing, also
 executed in such manner as is required by the
 statute for rendering valid the devises of real
 estates, bearing date on or about the — day of
 —, after disposing of some real and personal
 estates, in manner therein mentioned, gave all his
 leasehold estates, and all the residue of his personal
 estate, of what nature or kind soever, and all his
 mortgages in fee, and for years, and the land and
 hereditaments therein comprised, for all his
 estate and interest therein, unto his brother the
 said *A. C.* and the said *G. O. W. U. I. U.* and
N. I. and their heirs, executors, and administra-

MORTGAGE. tors, according to the nature and quality of the same premises respectively, upon the trusts in the said will particularly mentioned; and the said testator also made a codicil to his said will, bearing date on or about the — day of —, but did not thereby, in any manner, revoke or alter the devise in his said will, as in and by the said recited act of parliament, indentures, and wills, reference to them being had, will more fully and at large appear: AND whereas the said principal sum of —, was not paid to the said *A. C.* deceased, in his life time, according to the proviso and covenant in the said recited indenture of mortgage contained, but the same still remains due and owing to the said *A. C. G. O. W. U. I. U.* and *N. I.* upon and by virtue of the said recited security, and all interest for the same hath been paid up to the day of the date of these presents: AND whereas the said *F. C.* and *L. C.* in pursuance of the trust so reposed in them by the said will of the said sir *F. C.* have contracted and agreed with *I. C.* for the absolute sale to him of the manor, or reputed manor of —, in the county of —, and the messuages, farms, lands, and hereditaments, in the parish of — aforesaid, hereinafter described and conveyed, comprising the intire parish of — aforesaid, part of which said lands are, with other hereditaments, comprised in the said recited mortgage to the said *A. C.* as aforesaid, (at or for the price or sum of —, and the said *I. C.* in order to enable him to complete the said purchase, hath applied to the said *X. Y.* to advance and lend him the sum of —, which the said *X. Y.* hath agreed to do, on such mortgage, and security of the said premises, as hereinafter is contained, out of which said sum of — it hath been agreed, that the said sum of — should be paid to the said devisees and executors of the said will of the said *A. C.* and since

That principal remains due, all interest having been paid.

Agreement to sell in pursuance of will.

the making of such contract for sale of the said **MORTGAGE.** premises, an agreement has taken place between ———, the said *I. C.* and *K.* his wife, and the said *D. B.* and *H. T.* as trustees of the settlement made in consideration of the marriage between the said *I. C.* and *K.* his wife, hereinafter in part recited, for applying certain trust-monies, arising by sale of part of the estate therein comprised, now in their hands, in completing the purchase of the said premises, and improving the same, as hereinafter is expressed, and for limiting and settling the said manor and premises, situate at ——— aforesaid, subject to such intended mortgage to the said *X. Y.* to the uses, for the purposes, in the manner, and for the consideration hereinafter expressed, declared, and contained: AND whereas, by indentures of lease and release, bearing date, respectively, on or about the — and — days of —, in the year of our Lord —, the release being of six parts, and made, or expressed to be made, between the said *I. C.* and *K.* his wife, of the first part, *G. C.* esq. therein described, (eldest son then living, and heir at law, and also residuary devisee and sole executor, named and appointed in and by the last will and testament of his late father, *W. C.* esq. deceased,) of the second part, *D. S.* esq. therein also described, and *A.* his wife, of the third part, *W. E.* gent. therein also named, of the fourth part, the said *D. B.* and *H. T.* of the fifth part, and the said *E. C.* and *O. P.* of the sixth part, being the settlement made subsequent to, and in consideration of the marriage then lately had, and solemnized, between the said *I. C.* and *K.* his wife, reciting as therein is expressed, **IT IS WITNESSED,** that, in consideration of the said marriage so had as aforesaid, and in pursuance and performance of the articles, covenants, and agreements thereinbefore mentioned, and also for the other considera-

Agreement to
apply trust-
monies in com-
pleting pur-
chase.

MORTGAGE. tions, and for effectuating the purposes therein expressed, he the said *G. C.* (at the request, and by the direction and appointment of the said *A. C.* and *K.* his wife, testified as therein is mentioned,) and also the said *I. C.* did grant and convey unto the said *W. E.* and his heirs, the manor, &c. or reputed manor of —, in the county of —, and divers messuages, lands, and hereditaments, therein particularly described, situate in — aforesaid, and in certain other parishes and places in the said county of —, therein mentioned, with the appurtenances thereto belonging, To hold the same unto and to the use of the said *W. E.* his heirs and assigns, to the intent that he might become perfect tenant of the freehold and inheritance thereof, for the suffering a common recovery of the said manors and premises wherein the said *D. B.* was to be demandant, the said *W. E.* tenant, and the said *G. C.* *I. C.* and *A.* his wife, were to be vouchees, and which recovery was duly suffered accordingly, in — term, in the — year of the reign of his present majesty. And it was thereby declared and agreed, that the said recovery, and all other assurances of the said premises, should enure, but subject, and without prejudice to certain mortgages therein granted and transferred to, or vested in *S. W.* esq. for securing the principal sums of — and —, and to the same sums, and each of them, and to the interest thereof, respectively, as to such of the said hereditaments and premises as were then subject to the same, or charged therewith, to the several uses, upon the several trusts, and to and for the several ends, intents, and purposes, and under and subject to the several powers, provisos, limitations, declarations, and agreements therein-after limited, expressed, and declared, of and concerning the same, being the same uses, trusts, limitations, powers, provisos, and agreements, as

are hereinafter limited and declared, of and con- MORTGAGE.
cerning the said manor and premises, situate at
— aforesaid, or as near thereto as circumstances
will admit: and the said G. C. for the considera-
tions before mentioned, did, by the said inden-
tures of release and settlement, now in recital,
assign and transfer certain leasehold heredita-
ments therein mentioned, unto the said D. B.
and H. T. their executors, administrators, and
assigns, for the residue of a certain term of
years therein, upon trust, for the benefit of
such person and persons, and in such order and
manner, for the like estates, rights, and interests,
with such remainders or limitations over, and
subject to such powers, provisos, and agreements,
as were therein limited, expressed, or declared,
concerning the said freehold hereditaments herein-
before granted and released, (except as therein
excepted,) and in the said indenture of release
and settlement, is contained a power for the
said D. B. and H. T. or the survivor of them,
his heirs, executors, or administrators, and such
other trustee or trustees as should be appointed
in the manner therein mentioned, at the request,
and with the consent and approbation of the said
J. C. and K. his wife, or the survivor of them,
to sell, exchange, and convey all or any of the
said freehold and leasehold hereditaments thereby
granted, released and assigned, respectively, and to
receive the purchase-money for the same. AND
it was thereby provided, declared, and agreed, that
when all or any of the said freehold and leasehold
hereditaments and premises, thereinbefore granted,
released, and assigned, respectively, should be
sold for a valuable consideration in money, they
the said D. B. and H. T. or the survivor of
them, his heirs, executors, or administrators, or
such other trustee or trustees as aforesaid, should,
in the first place, pay, apply, and dispose of the

MORTGAGE. money to arise by such sale or sales, in the payment, satisfaction, and discharge, of the said two several sums of — and —, then due and owing to the said *S. W.* or such other principal sum or sums of money as should be then due and owing, upon security of the said freehold and leasehold hereditaments and premises, respectively, or of any part thereof, by virtue of the said before mentioned mortgages of the same premises, or of any assignment or transfer thereof, not exceeding, in the whole, the sum of —, or otherwise that the same principal monies should be paid and discharged by the purchaser or purchasers of the said premises, by and out of his and their purchase-monies, respectively, and from and after full payment, satisfaction, and discharge, of the said two several sums of — and —, it was thereby further declared and agreed, that they the said *D. B.* and *H. T.* or the survivor of them, or the heirs, executors, or administrators, of such survivor, or such other trustee or trustees as aforesaid, should, in the next place, with the consent and approbation of the said *I. C.* and *K.* his wife, or the survivor of them, if they or either of them should be then living, or if both dead, then at the discretion of the said trustees or trustee, for the time being, lay out and invest all the residue and surplus of the monies respectively arising by such sale or sales as aforesaid, in one or more purchase or purchases of other freehold lands and hereditaments, in fee simple, in possession, and of leasehold hereditaments, to be held either for lives or years, or any of them, free from incumbrances, in that part of *Great Britain*, called *England*, so that the monies arising from the freehold should be invested in the purchase of freehold, and that arising from leasehold should be invested in the purchase of leasehold, and that as well the messuages, lands, or hereditaments, so to be pur-

chased, as all and every the messuages, lands, and **MORTGAGE.** hereditaments, which should be vested in the said *D. B.* and *H. T.* or in the survivor of them, his heirs, executors, or administrators, or such other trustee or trustees as aforesaid, by way of, or in exchange for, or in lieu of all or any of the messuages, lands, or hereditaments, thereby made saleable or exchangeable, as aforesaid, should be settled and conveyed to such and the same uses, upon such and the same trusts, and under and subject to such and the same powers, provisos, declarations, and agreements, as were in and by the said indenture of release or settlement, limited, expressed, and declared, of and concerning the said hereditaments and premises thereby granted, released, and assigned, respectively as aforesaid, or to such or so many of them as should be then existing, undetermined, or capable of taking effect, or as near thereto as the rules of law and equity, the death of parties, and other contingences, would admit of the said freehold to be settled, as the said thereinbefore mentioned freehold, and the leasehold as the thereinbefore mentioned leasehold and power was thereby given in the mean time, and until the residue of the money arising by such sale or sales, after payment of the principal money due on the said mortgage or assignment, as aforesaid, should be laid out in the purchase of lands or hereditaments, as before mentioned, for the said trustees or trustee for the time being, with such consent and approbation as aforesaid, to place out such residue in the public stocks or funds, or upon government or real security, at interest, and to vary the same as occasion shall require, the interest, dividends, and annual produce, whereof were to be paid to such person and persons, and to be applied in such manner as the rents and profits of the land and hereditaments, from the sale whereof such monies should

MORTGAGE. have arisen, would be payable or applicable, in case such sale had not been made, (as in and by the said hereinbefore several in part recited indentures and wills, reference being thereunto respectively had, will more fully and at large appear.) AND whereas the said *D. B.* and *H. T.* have, in pursuance of the powers so as aforesaid contained in the said recited indenture of release of the — day of —, at the request, and with the consent and approbation of the said *I. C.* and *K.* his wife, testified by writing under their hands and seals, and which they do hereby acknowledge, sold, disposed of, and conveyed, the said manor of —, and divers freehold messuages, lands, and hereditaments, situate at —, —, and —, in the county of —, comprised in the said last recited indentures of lease and release, and also all the said leasehold tenements thereby assigned to different persons for certain sums of money, amounting together to the sum of —, out of which the said sum of — so due to the said *S. W.* on such mortgage as before mentioned, hath been paid and discharged. And the said *V. C. D. B.* and *H. T.* having, at request of the said *I. C.* and *K.* his wife, advanced the sum of — to him the said *I. C.*, upon a mortgage of certain other estates, whereof he was then seised, in fee simple, there now remains in the hands of the said trustees the sum of — of the money arising by such sales as aforesaid. AND whereas the said *I. C.* and *K.* his wife, have proposed to the said *D. B.* and *H. T.*, and requested them to apply and dispose of the sum of —, part of the surplus of the said trust monies, in the purchase of the said manor and hereditaments in — aforesaid, so contracted for by the said *I. C.* as before mentioned, and hereinafter particularly mentioned and described, subject to the said mortgage so agreed to be made

Of sale in pursuance of power.

Of advancement of money.

Of application to trustees to apply trust monies in purchase of estates.

Subject to mortgage,

of the same, to the said *X. Y.* for the sum of ———, **MORTGAGE.**
the said last mentioned sum, together with the said
sum of ———, amounting to the said sum of ———,
the purchase-money so agreed to be paid by the
said *I. C.* to the said *F. C.* and *L. C.* for the
absolute purchase of the said manor and heredita-
ments at ——— aforesaid, and the said *B. D.*
and *H. T.* being satisfied that such purchase is
desirable and advantageous, and for the benefit of
all the persons who are or shall be interested under
the said settlement, have approved of and agreed
to the same. Now this Indenture witnesseth, Consideration
that in pursuance and performance of the said (where part of
several recited agreements, and for and in con- purchase-
sideration of the sum of ——— of lawful money of money paid to
Great-Britain, (part of the said sum of ——— pur- a mortgage,)
chase-money,) to the said *A. C. G. O. W. U.* paid by intend-
I. U. and *N. I.* at the request, and by and with ed mortgagee,
the consent, privity, and direction, as well of the trustees, &c.
said *F. C.* and *L. C.* as of the said *I. C.* and
K. his wife, *D. B.* and *H. T.* testified by their
severally being parties to, and executing these
presents,) in hand, at or before the sealing and
delivery of these presents by the said *X. Y.* well
and truly paid, in full satisfaction and discharge
of all monies due and owing to the said *A. C.*
G. O. I. U. and *N. I.* upon and by virtue of the
said recited mortgage or security of the — and —
days of ———. AND also for and in consideration
of the sum of ——— of like lawful money, (other
part of the said sum of ———, purchase-money,
to the said *F. C.* and *L. C.* at the request, and by
and with the like privity, consent, and direction,
of the said *C. I.* and *K.* his wife, *D. B.* and
H. T. testified as aforesaid,) in hand, at or before
the sealing and delivery of these presents by
the said *X. Y.* well and truly paid, the payment
and receipts of which said two several sums of
—— and ——, in such manner as aforesaid,

MORTGAGE. making together the sum of —, they the said — *A. C. G. O. W. V. I. U.* and *N. I.* and also the said *F. C.* and *L. C.* do, and each of them doth hereby respectively acknowledge, and thereof and therefrom, and of and from every part thereof, do, and each of them doth acquit, release, and for ever discharge the said *X. Y.* his heirs, executors, and administrators, and every of them for ever, by these presents. AND also for and in consideration of the sum of —, of like lawful money, residue of the said sum of — purchase money, to the said *F. C.* and *L. C.* at the request, and by and with the consent and approbation of the said *I. C.* and *K.* his wife, testified as afore said, in hand, at or before the sealing and delivery of these presents, well and truly paid by the said *D. B.* and *H. T.* by and out of the said trust monies in their hands, as afore said, the payment and receipt of which said sum of —, they the said *F. C.* and *L. C.* do, and each of them doth hereby acknowledge, and thereof, and therefrom, and of and from every part thereof do, and each of them doth acquit, release, and discharge the said *D. B.* and *H. T.* respectively, and their respective heirs, executors, and administrators, and every of them, for ever, by these presents, and for securing the repayment of the said sum of —, with interest, unto the said *X. Y.* his executors, administrators, and assigns, in the manner hereinafter expressed, and for settling, limiting, and assuring, the said manor and hereditaments at — afore said, subject to the payment of the said sum of —, and interest, to the said *X. Y.* his executors, administrators, and assigns, and to the term for securing the same hereinafter created, to the several uses, for the several intents and purposes upon the trusts, and under and subject to the powers, provisos, declarations and agreements, which are in and by the said indenture of

release and settlement, of the — day of —, MORTGAGE.
 limited, expressed and contained, of and con-
 cerning the said manor of —, and other the
 hereditaments therein comprised, or as near there-
 to as circumstances will admit, they the said
A. C. G. O. W. U. I. U. and N. I. (at the re-
 quest and by the direction, as well of the said
I. C. and K. his wife, testified in manner afore-
 said) have, and each of them hath, bargained,
 sold, aliened and released, and by these presents
 do, and each of them doth, according to their
 estate, right, and interest, and so far as they can,
 or lawfully may, and not further or otherwise,
 bargain, sell, alien and release. **AND** they the
 said *F. C. and L. C.* (at the request, and by the like
 direction of the said *C. I. and K.* his wife,
 testified as aforesaid, have, and each of them hath,
 granted, bargained, sold, aliened, released and
 confirmed, and by these presents do, and each of
 them doth grant, bargain, sell, alien, release
 and confirm, unto the said *D. B. and H. T.*
 (in their actual possession) and to their heirs, all
 that the manor or lordship, &c. To have and Habendum.
 to hold the said manor, messuages, farms, closes,
 lands, tenements, hereditaments, and all and sin-
 gular other the premises hereinbefore mentioned
 to be hereby granted and released, or intended so
 to be; and every of them, and every part and
 parcel therof, with their and every of their rights,
 members, royalties, immunities and appurtenances,
 unto the said *D. B. and H. T.* and their
 heirs, to the several uses, for the several intents
 and purposes, upon the trusts, and under and
 subject to the powers, provisos, limitations, de-
 clarations and agreements hereinafter limited, ex-
 pressed, declared and contained, of and con-
 cerning the same, (that is to say) to the use of the
 said *X. Y.* his heirs, executors, administrators
 and assigns, for and during, and unto the full end
To the use of
 mortgagee for
 — years.

MORTGAGE. and term of ——— years, from henceforth next
————— ensuing, and fully to be complete and ended,
without impeachment of waste, subject nevertheless to the proviso for redemption of the said premises hereinafter contained, and from and after the end, expiration, or other sooner determination of the said term of ——— years, and subject thereto in the mean time, to the use of the said *I. C.* and *O. P.* their executors, administrators, and assigns, for and during, and unto the full end and term of ——— years from henceforth next ensuing, and fully to be complete and ended (if the said *I. C.* shall so long live) without impeachment of, or for any manner of waste, upon the trusts, and for the intents and purposes hereinafter expressed and declared, of and concerning the same term, and from and immediately after the end, expiration, or other sooner determination of the said term of ——— years, and subject thereto, and to the trusts thereof in the mean time, to the use of the said *C. I.* and his assigns, for and during the term of his natural life, without impeachment of waste, and with such power of leasing as hereinafter is mentioned, and from and after the determination of that estate, by forfeiture or otherwise, in the life time of the said *I. C.* to the use and behoof of the said *D. B.* and *H. T.* and their heirs, during the natural life of the said *I. C.* in trust, to support and preserve the contingent uses hereinafter limited from being destroyed, and for that purpose to make entries and bring actions as occasion may require, but nevertheless to permit the said *I. C.* and his assigns, during his life, to receive the rents and profits of the same premises, to his and their own use, and from and after the decease of the said *I. C.* to the use of the said *K.* and her assigns, for and during the term of her natural life, without impeachment of waste; and such power of

leasing as hereinafter is mentioned, in lieu, bar, ~~MORTGAGE~~ and full satisfaction and discharge of and for all such dower and thirds at the common law, or by custom, as the the said K. might otherwise have, claim, or be intitled unto, in, to, or out of any freehold manors, messuages, farms, lands, tenements or hereditaments, whereof the said I. C. her husband now is, or at any time hereafter during the coverture between them, shall be seised for any estate of freehold and inheritance, and from and immediately after the decease of the survivor of them the said I. C. and K. to the use of all and every, or of any such one or more of the child or children of the said I. C. on the body of the said K. A. his wife, lawfully begotten, or to be begotten, in such shares and proportions, and for such estate and estates, and subject to such reservations, restrictions, and limitations over (such limitations over to be for the benefit of any other or others of the said children) and in such manner, and form and charged or chargeable with the payment of any sum or sums of money, either annual or in gross, to or for the benefit of such one or more of them, and with or without power of revocation, as the said I. C. at any time or times during his life, by any deed or deeds, writing or writings under his hand and seal, and attested by two or more credible witnesses, or by his last will and testament in writing, or any writing purporting to be, or in the nature of his last will and testament, to be signed by him, and to be attested by three or more credible witnesses, shall direct, limit, give, or appoint the same, and in default of any such direction, limitation, gift or appointment, and in case any such shall be made, then subject thereto, and when and so soon as the estate or estates, interest or interests thereby directed, or appointed, shall respectively end and determine, and as to

MORTGAGE. so much and such part of the said manor, hereditaments and premises, and all such estate and interest therein, whereto or whereof no such direction, limitation or appointment shall extend, and to be completely and effectually made, to the use of the first son of the body of the said *I. C.* on the body of the said *K.* his wife begotten, or to be begotten, and the heirs of the body of such first son, issuing, and for default of such issue to the use of the second, third, fourth, fifth, and all and every other the son and sons of the body of the said *I. C.* on the body of the said *K.* his wife, begotten or to be begotten, whether born in the life time of the said *I. C.* or in due time after his decease, severally, successively, and in manner one after another, in order and course as they and every of them shall be in priority of birth, and of the several and respective heirs of the body and bodies of all and every such son and sons issuing, the elder of such sons, and the heirs of his body issuing, being always preferred, and to take before the younger of the same sons, and the heirs of his and their body and bodies issuing, being always preferred and to take before the younger of the same sons, and the heirs of his and their body and bodies issuing, and for default of such issue, to the use of all and every the daughter and daughters of the said *I. C.* on the body of the said *K.* his wife, begotten or to be begotten, equally to be divided between or amongst them, (if more than one) share and share alike, as tenants in common, and of the several and respective heirs of the body and bodies of all and every such daughter or daughters issuing, and if there shall be a failure of issue of the body or bodies of any such daughter or daughters, then as to the part or share, parts or shares, (as well original share as shares accruing by virtue of this clause) of such daughter or daughters, whose issue

shall so fail, to the use of the remaining and other **MORTGAGE:**
daughters equally to be divided between or among ———
them, share and share alike, as tenants in common
and of the several and respective heirs of their se-
veral bodies issuing, and in case there shall be a
failure of issue of the bodies of all such daugh-
ters but one, or if there be but one such daugh-
ter, then to the use of such only remaining or only
daughter, and of the heirs of her body issuing, and
in default of such issue, to the use and behoof of
the said *I. C.* his heirs and assigns, for ever. **PRO-** Proviso for
VIDED ALWAYS, and it is hereby declared and redemption.
agreed, by and between the said *I. C.* and *X. Y.*
that if the said *I. C.* his heirs, executors, admini-
strators, or assigns, do and shall well and truly pay,
or cause to be paid unto the said *X. Y.* his ex-
ecutors, administrators, or assigns, at ——— in the
county of ———, the full just sum of ———, of lawful
money of *Great Britain*, the ——— day of ———,
next ensuing the date of these presents, together
with interest for the same, at the rate of £—, for
£——, for a year, without any deduction, defal-
cation, or abatement to be made out of the said
sum of ———, or any part thereof, or the interest
thereof, or any part thereof, for or by reason of
any taxes, charges, assessments, or impositions, or
of any other cause, matter, or thing whatsoever,
that then and in that case, and from and immedi-
ately after such payment, he the said *X. Y.* his ex-
ecutors, administrators, or assigns, shall and will
assign and transfer, all and singular the said manor
and hereditaments at ———, aforesaid, hereinbe-
fore particularly mentioned, and described, grant-
ed and released, with their and every of their
appurtenances, for and during all the rest, residue,
and remainder then to come and unexpired, of and
in the said term of ——— years, and the use, be-
nefit, and advantage thereof to him the said *C. I.*
his executors, administrators, or assigns, or to such

MORTGAGE. other person or persons as he or they shall direct or appoint, for securing to the said *C. I.* his executors administrators, or assigns, the payment of the sum of —, together with interest for the same after the rate aforesaid, or of any other sum or sums of money, with like interest, so that such principal sum or sums do not in the whole exceed the sum of —, any thing in these presents contained to the contrary thereof in any wise notwithstanding. AND the said *I. C.* for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said *X. Y.* his executors, administrators, and assigns, by these presents, in manner following, (that is to say) that he the said *I. C.* his executors, administrators, or assigns, shall and will well and truly pay, or cause to be paid unto the said *X. Y.* his executors, administrators, or assigns, the said sum of —, at the time limited, in and by the above written proviso, for payment thereof, with interest for the same as therein mentioned, without any deduction, defalcation, or abatement to be made of the said sum of —, or any part thereof, or of the interest thereof, or of any part thereof, and that if default shall happen to be made of or in payment of the said £.—, or any part thereof, or of the interest thereof, or of any part thereof, contrary to the proviso and covenant hereinbefore contained for payment thereof, or of any part thereof, and the true intent and meaning of these presents, that then, and in that case it shall and may be lawful to and for the said *X. Y.* his executors, administrators, or assigns, at any time or times hereafter, to enter into and upon, and to have, hold and enjoy the said manor, land, and hereditaments hereinbefore mentioned, to be hereby granted and released, and hereby limited in use to him the said *X. Y.* his executors, administrators, or assigns, for the term of — years, as aforesaid, and the rents, issues and profits thereof, to receive

Covenant to
pay mortgage
money and
interest.

In default of
payment for
quiet enjoy-
ment.

and take, for and during all the residue and remainder which shall be then to come and unexpired of the said term of — years, without any let or interruption of or by the said *I. C.* his heirs or assigns, or any other person or persons whomsoever, and that free and clear, or well and sufficiently saved, defended, kept harmless, and indemnified by him the said *I. C.* his heirs, executors, or administrators, of and from all and all manner of incumbrances whatsoever. **MORTGAGE.**

Free from incumbrances.

AND Agreement to take less interest if paid within a certain time.

it is hereby provided, declared and agreed, by and between the said *X. Y.* and *I. C.* that in case the said *I. C.* his, heirs, executors, or administrators, shall and do well and truly pay or cause to be paid unto the said *X. Y.* his executors, administrators, or assigns, interest for the said principal sum of —, at and after the rate of £— and —, by the £—, by the year, by even half-yearly payments, on the — day of —, and — day of —, in every year, or within — calendar months next, after every of the same respective half-yearly days of payments of interest shall become due, then and in such case the said *X. Y.* his executors, administrators, and assigns, shall and will from time to time, receive and accept of the same, in lieu and full satisfaction of and for the interest of the said principal sum of —, after the rate of £— for every £—, by the year, hereinbefore provided, and covenanted to be paid for the said principal sum of —, and shall and will from time to time, give receipts and acquittances for the same accordingly, as if the whole interest of the said £—, after the rate of £— by the £—, by the year, was actually paid, any covenant, proviso, or agreement hereinbefore mentioned to the contrary thereof in any wise notwithstanding. **That premises shall not be redeemed within a certain number of years.**

AND it is hereby also declared and agreed, by and between the said *X. Y.* and *I. C.* that the said principal sum of —, shall remain and be a mort-

MORTGAGE. gage upon the said premises, and shall not be paid off or discharged by the said *I. C.* his heirs, executors, or administrators, nor shall he or they redeem the said premises, for and during the time or space of — years from the date hereof, and that in case the interest thereof is, and shall be paid regularly, by even half-yearly payments within — calendar months after each half-yearly payment shall become due, then and in such case the said *X. Y.* his executors, and administrators, shall not proceed to foreclose the said mortgage, nor do any act to call in the said sum of —, during the said term of — years, any thing hereinbefore contained to the contrary thereof, in any wise notwithstanding, and as for, and concerning the said term of — years, hereinbefore limited in use to the said *C. E.* and *O. P.* their executors, administrators, and assigns as aforesaid, it is hereby declared and agreed, by and between the said parties to these presents, that the said term is so limited to them upon the trusts and for the intents and purposes hereinafter expressed, (that is to say) upon trust, that they the said *C. E.* and *O. P.* and the survivor of them, and the executors, administrators, and assigns of such survivor, shall and do, during the life of the said *I. C.* (if the said sum of —, or any part thereof, shall under and by virtue of the said mortgage to the said *X. Y.* hereinbefore contained, or of any transfer or assignment thereof, so long remain at interest, upon security of the said manor, lands, hereditaments, and premises hereinbefore granted and released,) receive and take the rents, issues, and profits thereof, and every part thereof, and pay, apply, and dispose of the same in manner following, (that is to say) in the first place do and shall by and out of the same rents and profits, pay, or cause to be paid unto the said *X. Y.* his executors, administrators, or assigns, the yearly interest of the said sum of —, by two equal

Declaration that term of — years, was limited to trustees.

Upon trust to pay interest.

half-yearly payments on the said — day of —, **MORTGAGE.**
 and the — day of —, in every year, or on such ———
 other days and times as the interest thereof, or of
 such other days and times as the interest there-
 of, or of such other principal monies as before
 mentioned shall be due and payable, and in the
 next place, after full payment shall be made of all
 interest which shall grow due to the said X. Y. his
 executors, administrators, or assigns, in respect of
 the said principal sum of —, or such other prin-
 cipal monies as aforesaid, and after they the said
 C. E. and O. P. and the survivor of them, and
 the executors, administrators, and assigns, of such
 survivor shall have reimbursed himself and them- And then after
 reimbursing
 themselves,
 selves respectively, all costs, charges, and expences
 which they or any of them may sustain, expend,
 be at, or be put unto, in or about the execution of
 the trusts aforesaid, do and shall, from time to
 time, account for, and answer and pay unto the
 said C. I. or the person or persons who for the
 time being, shall be entitled to the remainder or
 reversion of the said hereditaments and premises
 comprised in the said term of — years, imme-
 diately expectant on the determination of the same
 term, all the surplus or residue of the rents, issues, To pay surplus
 over.
 and profits of the said premises, or authorise and
 empower and permit and suffer the said I. C. or
 such person or persons as aforesaid, to receive and
 take the same to and for his and their own use.
PROVIDED ALWAYS, and it is hereby agreed and
 declared, that if the said I. C. or his assigns, or the
 person or persons intitled to the immediate rever-
 sion or remainder of the said manor, lands, here-
 ditaments and premises hereinbefore granted and
 released, and comprised in the said term of —
 years, expectant on the determination of the said
 term, do and shall at any time hereafter, before
 the expiration of the said term, well and truly pay
 or cause to be paid unto the said X. Y. his execu-

MORTGAGE. tors, administrators, or assigns the said principal sum of —, or such other sum or sums of money as shall then remain due, on security of the same premises, together with all interest which shall be then due for the same, and do and shall reimburse and repay to the said *C. E.* and *O. P.* their executors, administrators, and assigns, all costs, charges, and expences to be occasioned by, or relating to the trusts of the said term of — years, then and in such case and from and immediately after such payments shall be so made as aforesaid, the said term of — years, of and in the said premises, with the appurtenances, hereinbefore mentioned to be hereby granted and released, shall from thenceforth cease, determine, and be utterly void, any thing hereinbefore contained to the contrary thereof, notwithstanding. **Power to lease.** PROVIDED ALWAYS, and it is hereby declared and agreed, by and between the said parties to these presents, that it shall and may be lawful to and for the said *I. C.* at any time or times during his life, and after his decease, to and for the said *K.* his wife, during her life, and after the decease of the survivor of them the said *I. C.* and *K.* his wife, to and for the said *D. B.* and *H. T.* and the survivor of them, and the heirs of such survivor, from time to time, and at all times during the minority of any child or children of the said *I. C.* on the body of the said *K.* his wife, begotten or to be begotten, who for the time being shall be entitled in possession to the said manor, hereditaments, and premises, or to the rents and profits thereof, by virtue of the limitations hereinbefore contained respectively by indenture or indentures, under his, her, or their hand and seal, and hands and seals, to demise, lease, or grant the said manor, hereditaments, and premises hereinbefore granted and released, or intended so to be, or any part or parts thereof, to any person or persons for any term or number of years

not exceeding — years, to take effect in possession, and not in reversion, or by way of future interest, so as there be reserved on every such demise and lease, to continue payable half-yearly or oftener, during the said terms to be hereby respectively granted, (to be incident to the reversion of the said premises so to be demised,) the best and most improved yearly rent or rents that can at the time of the making and executing such leases respectively, be reasonably had or got for the same, without taking any fine, premium or foregift, for the making thereof, and so as in every such lease there be contained, a condition of re-entry for non-payment of the rent or rents thereby to be respectively reserved, in case the same shall be behind or unpaid by the space of — days, and so as the lessees do execute, counterparts of their respective leases, and do thereby covenant for the due payment of the rents to be thereby respectively reserved, and that no clause or clauses be contained in any of the said lease or leases, giving the lessee or lessees, power to commit waste, or exempting him, her, or them, from punishment for committing the same. PROVIDED ALSO, and it is hereby further declared and agreed, by and between the said parties to these presents, that notwithstanding the uses, estates, limitations, and trusts hereinbefore contained, it shall and may be lawful to and for the said *D. B.* and *H. T.* and the survivor of them, and the heirs, executors, administrators, or assigns, of such survivor, and such other trustee or trustees as shall be nominated or appointed, by virtue of the power for that purpose contained in the said indenture of settlement of the — day of —, at any time or times during the joint natural lives of the said *I. C.* and *K.* his wife, or during the natural life of the survivor of them, at the request, and by and with the consent and approbation of them, or the survivor of

MORTGAGE.

Power of sale
and exchange.

MORTGAGE. them, to be testified in writing, under their hands and seals, or hand and seal of them, or the survivor of them, and to be attested by two or more credible witnesses, to sell and dispose of, or to convey in exchange for any other freehold manors, messuages, lands, or hereditaments, in fee simple, in possession, (to be situate somewhere in that part of *Great Britain*, called *England*) all and every, or any of the said manors, lands, hereditaments, and premises hereby granted, and released as aforesaid, with their and every of their appurtenances, and the fee simple freehold, and inheritance of the same premises to any person or persons, and his, her, or their heirs, executors, administrators, and assigns, for the best price or prices in money, that can be reasonably had or got for the same, or for such other equivalent, in lands or hereditaments as to them the said *D. B.* and *H. T.* or the survivor of them, or the heirs, executors, administrators, or assigns, of such survivor, or such other trustee or trustees as aforesaid, shall seem reasonable, but without prejudice to the said mortgage so hereby made to the said *X. Y.* as aforesaid. And for that end, and for the said *D. B.* and *H. T.* and the survivor of them, and the heirs, executors, administrators and assigns of such survivor, and such other trustee or trustees as shall be nominated and appointed as aforesaid, with such consent and approbation, and testified as before mentioned, by any deed or deeds, writing or writings, to be by them or the survivor of them, his heirs, executors or administrators, or such new trustee or trustees as aforesaid, sealed and delivered in the presence of, and attested by two or more credible witnesses, to revoke, determine and make void all and every the uses, trusts, estates, powers, provisos and limitations hereinbefore limited, created and declared, of and concerning the said manor, heredi-

taments and premises so to be sold, disposed of, or exchanged, other than and except the said term of — years so hereby limited to the said *X. Y.* as before mentioned, and by the same or any other deed or deeds, writing or writings, to be sealed and delivered as aforesaid, to limit and appoint the same manor, lands, hereditaments and premises, whereof the uses shall be so revoked, either unto such purchaser or purchasers, or the person or persons making such exchange or exchanges, and his, her, or their heirs, executors, administrators or assigns respectively, subject to the said term of — years, and to the said sum of — thereby secured, and the interest thereof, or otherwise to limit, create, declare and appoint, such new or other use or uses, estate or estates, trust or trusts, of and concerning the same manor, &c. as shall be requisite and necessary for the executing and effecting such sale, disposition or exchange, and upon payment and receipt of the money arising by such sale of the said premises, or any part thereof, unto and by the said *D. B.* and *H. T.* or the survivor of them, or the heirs, executors or administrators of such survivor, or such other trustee or trustees as aforesaid, when any such part or parts thereof shall be sold for a valuable consideration in money, it shall and may be lawful for them, the said trustee or trustees for the time being, to sign and give proper receipt or receipts for the same, which receipt or receipts shall be a sufficient or effectual discharge to such purchaser or purchasers, for the money therein acknowledged or expressed to be received, and such purchaser or purchasers, and his, her, and their heirs, executors or administrators, shall not afterwards be obliged to see to the application, or to be answerable or accountable for any loss, misapplication, or non-application of such purchase money so received,

MORTGAGE.

Declaration that trustees receipts shall be sufficient discharge.

Purchasers not to be answerable for loss or mis-application.

MORTGAGE. or any part thereof, and when any of the said premises shall be so sold for a valuable consideration in money, and the purchase money shall be paid to the said trustee or trustees for the time being, and such receipt or receipts shall be signed and given by them or him for the purchase money as aforesaid, or such purchase money shall be paid to the said *X. T.* his executors, administrators or assigns, for or towards the discharge of the principal sum of ——— so hereby secured to him and them as aforesaid. And also, when any of the said premises shall be disposed of, or conveyed in exchange for or in lieu of other lands or hereditaments, and such lands and hereditaments taken in exchange, and the fee simple thereof, or other interest purchased therein, shall be well vested in the said *D. B.* and *H. T.* or in the survivor of them, or in the heirs, executors or administrators of such survivor, or such other trustee or trustees as aforesaid, such of the said premises as shall be so sold, exchanged or conveyed, shall from henceforth be and remain for ever freed and discharged, of and from all the uses, trusts, estates, powers, provisos, declarations and agreements hereinbefore expressed, declared and contained, of and concerning the same respectively, except the said term of ——— years, and the principal and interest monies which may then remain due thereon, and subject to such lease or leases, or contracts for lease or leases, as shall have been made thereof, or of any part thereof, pursuant to the power hereinbefore expressed and declared. **PROVIDED** nevertheless, and it is hereby further declared and agreed, that when all or any of the said premises hereinbefore granted and released, or intended so to be, shall be sold for a valuable consideration in money, in pursuance of these presents, they the said *D. B.* and *H. T.* or the survivor of them, or the

Proviso to
apply money
arising by sale
in discharge of
mortgage mo-
ney.

heirs, executors or administrators, of such sur- **MORTGAGE.**
vivor, or such other trustee or trustees as afore-
said, do and shall, in the first place, pay, apply,
and dispose of the money arising by such sale or
sales, in the payment, satisfaction, and discharge
of the said sum of — so hereby secured to the said
X. Y. or such other principal sum or sums of
money as shall be then due and owing on security
of the said manor, &c. hereby granted and re-
leased, or any part thereof, by virtue of the said
mortgage hereby made of the same premises, to
the said X. Y. his executors, administrators and
assigns, or of any assignment or transfer thereof,
not exceeding in the whole the sum of — or
otherwise, that the said principal monies shall be
paid and discharged by the purchaser or pur-
chasers of the said premises, by and out of his and
their purchase money respectively, and from and
after full payment and satisfaction, and discharge
of the said sum of —. It is hereby further de-
clared and agreed, by and between all and every
the said parties hereto, that they the said
D. B. and H. T. or the survivor of them, or the
heirs, executors, or administrators of such sur-
vivor, or such other trustee or trustees as afore-
said, do and shall, in the next place, by and with
the consent and approbation of the said I. C. and
K. his wife, or the survivor of them, to be
signified by some deed or writing under their
hands and seals, or under the hand and seal of the
survivor of them, and attested as aforesaid, if they
or either of them shall be then living, or if both
dead, then at the discretion of the said trustee or
trustees for the time being, with all convenient
speed lay out and invest all the residue and sur-
plus of the monies respectively arising by such
sale or sales as aforesaid, in one or more purchase
or purchases of other freehold lands, &c. in fee
simple in possession, in that part of *Great Britain*

To lay out re-
sidue in pur-
chase of lands

MORTGAGE. called *England*, and as well the said messuages so
 ————— to be purchased, as all and every the messuages,
 lands and hereditaments which shall be vested in
 the said *D. B.* and *H. T.* or in the survivor of
 them, or in the heirs, executors, or administrators
 of such survivor, or such other trustee or trustees
 as aforesaid, by way of, or in exchange for or
 in lieu of all or any of the manor, lands and here-
 ditaments hereby made saleable, or exchangeable
 as aforesaid, shall be settled and conveyed to such
 and the same uses, upon such and the same trusts,
 and with, under, and subject to such and the
 same powers, provisos, declarations and agree-
 ments, as are in and by these presents limited,
 expressed and declared, of and concerning the
 same manor, lands, hereditaments and premises
 hereinbefore mentioned to be hereby granted and
 released as aforesaid, or to such and so many of
 them as shall be then existing, undetermined, or
 capable of taking effect, except the said term of
 ——— years, or as near thereto as the rules of law
 and equity, the death of parties, and other con-
 tingencies will admit of. And it is hereby fur-
 ther declared and agreed, that in the mean time,
 and until the residue and surplus of the money
 arising by such sale or sales, after full payment
 shall have been made of the principal monies so
 due on the said mortgage hereby made, or any
 assignment or assignments thereof, as aforesaid,
 can be laid out and invested in such purchase or
 purchases of lands, tenements or hereditaments as
 aforesaid, it shall and may be lawful, to and for
 the said *B. D.* and *H. T.* and the survivor of
 them, and the executors and administrators of
 such survivor, and such other trustee or trustees as
 aforesaid, by and with the consent and approba-
 tion of the said *I. C.* and *K.* his wife, or the
 survivor of them (testified as aforesaid) if they or
 any of them shall be then living, (but if dead)

To be settled
to uses.

Power to lay
out money in
the stocks.

then at the discretion of the trustee or trustees of **MORTGAGE.**
 the same trust-monies, for the time being, to —————
 place out and invest such residue and surplus,
 after payment, satisfaction, and discharge of the
 said sum of ———, hereby secured to be paid to
 the said X. Y. his executors, administrators and
 assigns as before mentioned, or such other principal
 sums as aforesaid, either in the public stocks
 or funds, or in or upon government or real security,
 at interest, and also from time to time, and at all
 times, (with such consent as aforesaid) or at their the
 said trustees own discretion, as the case shall happen,
 to call in the said principal money so placed out,
 or any part thereof, and place out the same again
 at interest, in or upon any new or other stocks,
 funds, or securities of the like nature, and the interest,
 dividends, and annual produce arising from such
 stocks, funds, or securities, shall from time to time
 go, and be paid to, and be had and received by such
 person or persons, and be applied to and for such
 intents and purposes, and in such manner, as the
 rents and profits of the manor or hereditaments,
 from the sale whereof such monies respectively shall
 have arisen, would go on or be payable or applicable
 unto, in case such sale had not been made.
 And the said A. C. G. O. W. U. I. U. and N. I. Separate covenant that parties have not incumbered.
 for themselves severally and respectively, and for
 their several and respective heirs, executors and
 administrators, each and every of them covenant-
 ing separate and apart for himself only, and for
 his own heirs, executors and administrators acts
 and deeds only, and not the one for the other or
 others of them, do, and each and every of them
 doth severally covenant, promise and agree, to and
 with the said D. B. and H. T. their heirs and
 assigns, by these presents, that they the said D. B.
 and H. T. have not, nor hath, any or either of
 them, at any time or times heretofore, made, done,

MORTGAGE. committed, executed, or knowingly suffered any
 ————— act, deed, matter, or thing whatsoever, whereby,
 or by reason or means whereof, the said manor, &c.
 hereby granted and released, or intended so to be,
 or any part or parcel thereof, are, is, can, shall,
 or may be impeached, charged, effected, or in-
 cumbered, in title, charge, estate, or otherwise
 howsoever. AND the said *T. C.* for himself, his
 heirs, executors, and administrators, and the
 said *L. C.* for himself, his heirs, executors, and
 administrators, each of them the said *T. C.* and
L. C. covenanting separately and apart for him-
 self only, and for his own heirs, executors, and
 administrators acts and deeds only, and not the
 one for the other, or for the heirs, executors, or
 administrators acts and deeds of the other of
 them, do, and each of them doth severally co-
 venant, promise, and agree, to and with the said
D. B. and *H. T.* their heirs and assigns, by these
 presents, that they the said *T. C.* and *L. C.* have
 not, nor hath either of them, at any time hereto-
 fore, made, done, committed, executed, or
 knowingly suffered, any act, matter, or thing
 whatsoever, whereby, or by reason or means
 whereof, the said manor, &c. hereinbefore men-
 tioned to be hereby granted and released, or in-
 tended so to be, or any of them, or any part or
 parcel thereof, are, is, can, shall, or may be im-
 peached, charged, affected, or incumbered, in
 title, charge, estate, or otherwise howsoever.
 AND the said *T. C.* for himself, his heirs, exe-
 cutors, and administrators, doth covenant, pro-
 mise, and agree, to and with the said *D. B.*
 and *H. T.* their heirs and assigns, by these pre-
 sents, in manner following, (that is to say), that
 for and notwithstanding any act, deed, matter, or
 thing whatsoever, by him the said *L. C.* or by the
 said sir *F. C.* deceased, made, done, committed,
 executed, or knowingly suffered to the contrary,

Covenants for
 the title.

they the said *T. C.* and *L. C.* and the said devisees **MORTGAGE.** of the will of the said *A. C.* some, or one of ————— them, have, or hath, in themselves or himself, at the time of the execution of these presents, good right, full power, and lawful and absolute authority, to grant, bargain, sell, release, and convey, the said manor, &c. hereinbefore mentioned to be hereby granted and released, or intended so to be, and every of them, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, unto the said *D. B.* and *H. T.* and their heirs, to the several uses, upon the trusts, and under and subject to such and the same powers, provisos, declarations, limitations, and agreements, and in the manner hereinbefore expressed, limited and declared of and concerning the same, according to the true intent and meaning of these presents.

Right to convey.

AND that the said manor, &c. and every of them, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, shall, and lawfully may, from time to time, and at all times hereafter, remain, continue, and be to and for the several uses upon the several trusts, and under and subject to the several powers, provisos, declarations, limitations and agreements hereinbefore limited, expressed, and declared, of and concerning the same, and shall and may be peaceably and quietly held and enjoyed accordingly, without the lawful let, suit, trouble, denial, eviction, ejection, disturbance, interruption, claim, or demand whatsoever, of or by the said *T. C.* or the said *L. C.* and the said devisees of the will of the said *A. C.* or any of them, their or any of their heirs, or of or by any other person or persons lawfully or equitably claiming, or to claim, by, from, or under, or in trust for them, or any of them, or by, from, or under the said sir *F. C.* deceased, or by or with

That premises shall remain upon aforesaid trusts.

MORTGAGE. their, or any of their acts, means, privity, consent, default, or procurement; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said T. C. his heirs, executors, or administrators, well and sufficiently saved and defended, kept, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, jointures, dowers, right and title of dower, uses, entails, trusts, wills, reversions or remainders, in the crown, statute-merchant, and of the staple, recognizances, judgments, extents, elegits, executions, rent, arrears of rent, annuities, legacies, sum and sums of money, yearly payments, forfeitures, re-entries, cause and causes of forfeitures and re-entries, debts of record, debts due to the king's majesty, and of, from, and against, all other estates, titles, troubles, charges, and incumbrances whatsoever, either already had, made, committed, done, executed, or suffered, or hereafter to be had, made, committed, done, executed or suffered by the said T. C. and L. C. or by any other person or persons claiming, or to claim, by, from, or under, or in trust for them, or any of them, or by, from, or under the said sir F. C. deceased (other than and except the land tax, and also except, &c.) AND further, that they the said T. C. and also the said L. C. and their heirs, and all and every other person and persons whomsoever, having, or lawfully claiming, or who shall or may have, or lawfully claim, any estate, right, title, interest, inheritance, reversion, use, trust, property, claim, or demand whatsoever, either at law or in equity, of, in, to, or out of, the said manor, &c. hereby granted and released, or intended so to be, or any of them, or any part or parcel thereof, by, from, or under, or in trust for them the said T. C. or the said L. C. and the said devisees and executors

Free from incumbrances.

Further assurance.

of the will of the said *A. C.* any or either of them, **MORTGAGE.**
or the said sir *F. C.* deceased, shall and will from
time to time, and at all times hereafter, upon the
reasonable request, and at the proper costs and
charges, of the said *D. B.* and *H. T.* their heirs
or assigns, or of such person or persons, as
shall or may be interested in the premises, by or
under, or by virtue of these presents, make, do,
acknowledge, levy, suffer, and execute, or cause
and procure to be made, done, acknowledged,
levied, suffered, and executed, all and every such
further, and other lawful and reasonable act and
acts, deed and deeds, thing and things, devises,
conveyances, and assurances in the law whatso-
ever, for the further, better, and more perfect and
absolute conveying, assuring, and confirming of
the said manor, &c. hereby granted and released,
or intended so to be, any or every of them, and
every part and parcel thereof, with their and
every of their rights, members, and appurte-
nances, unto the said *I. C.* and his heirs, to the
several uses upon the trusts, for the several intents
and purposes, and under and subject to the se-
veral powers, provisos, declarations, limitations
and agreements hereinbefore mentioned, expressed,
and declared, of and concerning the same several
hereditaments and premises, be the same by fine
or fines, common recovery or common recoveries,
or any other matter of record, or not of record,
or otherwise howsoever, as by the said *C. I.*
or such other person or persons as aforesaid, or
any of them, their or any of their counsel learned
in the law, shall be reasonably devised, or advised
and required, so as such further assurances contain
in them no further or other covenant or warranty
than against the person or persons who shall be
required to make or execute the same, and against
his, her, and their heirs acts and deeds respec-
tively, other than as is in these presents con-

MORTGAGE. tained, and so as the party or parties who shall be required to make and execute such further assurance or assurances be not compelled or compellable to travel above the space of five miles from his, her, or their respective place or places of abode for the doing thereof. In witness, &c.

Conveyance from Trustees of an Estate to a Mortgagee, by Direction of the Purchaser, with Assignment of Policy of Insurance against Fire.

Parties.

THIS Indenture made the — day of —, in the year of our Lord, &c. Between P. M. of —, in the county of —, grocer, L. W. and C. I. both of the same place, brewers, (devisees, in trust, of the messuage or tenement, and hereditaments, hereinafter mentioned to be hereby released, (amongst other hereditaments,) under and by virtue of the last will and testament of T. M. late of — aforesaid, gentleman, deceased, of the first part; T. H. of —, in the county of —, surgeon, the nephew and heir of the said T. M. (to wit,) the only son and heir of T. I. who was the elder surviving brother of T. I. the elder, brother and heir of the said T. I. of the second part; L. T. of — aforesaid, gent. of the third part; G. O. of — aforesaid, grocer, of the fourth part; and W. O. the younger, of the same place, gent, of the fifth part. WHEREAS the said T. M. in and by his last will and testament, in writing, bearing date the — day of —, in the year of our Lord —, attested as the law directs for rendering devises of lands and tenements valid, did, (amongst other things,) confirm the settlement

Recital of a will devising estates to be sold.

made previous to his marriage on his wife *T. E.* MORTGAGE.
 for the term of her life, of his estates in the ————
 county of ———, and did give and devise unto his
 said wife *E.* and her assigns, for her life, all and
 singular his messuages, lands, tenements, and here-
 ditaments, in ——— aforesaid, on condition, only,
 that she and they did and should, from time to
 time, keep the same in good repair, and discharge
 the interest of the mortgage owing thereon, and
 on his ——— estate; and after the decease of his
 said wife, he gave and devised all his estates in
 ——— and ———, or either of them, with their and
 every of their appurtenances, unto the said *P. M.*
L. W. and *C. I.* their heirs, executors, adminis-
 trators, and assigns, respectively, upon and for the
 trusts therein declared, and hereinafter in part
 recited, (that is to say,) upon trust, that they the
 said *P. M.* *L. W.* and *C. I.* their heirs, executors,
 administrators, or assigns, should and would, as
 soon as conveniently might be after his said wife's
 decease, sell and dispose of all his real estates in
 the counties of ——— and ———, or either of them,
 to any purchaser or purchasers, as they should
 think proper, for the best price, and the most money
 they could obtain for the same, respectively. And to
 promote such sale and sales, his will was, that the
 receipt and receipts, in writing, of the said *P. M.*
L. W. and *C. I.* their heirs, executors, adminis-
 trators, or assigns, respectively, should be good
 and sufficient discharge and discharges to the
 person or persons purchasing the said real estates,
 or any part thereof, for the purchase-money to be
 paid for the sale or sales thereof, respectively,
 without regard to the application of such monies,
 and without the purchasers being obliged to see
 to, or being any ways answerable or accountable
 for the application of the different purchase-
 monies, or any part thereof; and the testator's will
 and desire further was, that his brother *T. I.*, as

MORTGAGE. his heir at law, should join in such conveyances of his said real estates, if thereto requested by his said trustees. AND whereas the said *T. M.* the testator, in his life time sold his said estate in —, and with the money arising from the sale thereof, or with other money, paid off and discharged the mortgage in his will mentioned, upon his said estate in —, and afterwards departed this life without making or altering his said will, and the said *T. E.* in the month of — last past, also departed this life, and the said *P. M. L. W.* and *C. I.* on or about the — day of —, now last past, caused the said estates, late of the said *T. M.* in — aforesaid, to be put up to sale by public auction, and the said *L. T.* was declared at such sale to be the highest bidder for, and buyer of the messuages and hereditaments hereinafter mentioned to be hereby released, (part of the said estate,) at the price or sum of —, and two other messuages thereto belonging, residue of the said estate of the said *T. M.* of — aforesaid, were, at the same time sold to *L. T.* and it hath since been agreed between the said *L. T.* and *G. O.* that the said *G. O.* should stand in the place of the said *L. T.* with respect to such purchase, and that the said messuage, hereditaments, and premises, should be conveyed to the said *G. O.* or as he should appoint. AND whereas the said *G. O.* having occasion for a sum to complete the said purchase, hath applied to the said *W. O.* to advance the same upon security of the said purchased premises, to which the said *W. O.* hath consented and agreed. Now this Indenture witnesseth, that for and in consideration of the sum of —, of lawful money of *Great Britain*, to the said *P. M. L. W.* and *C. I.* well and truly paid by the said *G. O.* at or immediately before the sealing and delivery of these presents, and the further sum of —, of such lawful money as aforesaid, to the said *P. M. L. W.*

Recital that
testator sold
one of the
estates, and
paid off a
mortgage.
And died.

And the said
T. E. also died.

*Indenture wit-
nesseth.*

Consideration
of purchase-
money, part
thereof being
paid by the
purchaser, and
part by an in-
tended mort-
gagee.

and *C. I.* at or immediately before the execution hereof, well and truly paid by the said *W. O.* ———— for, and at the request, and by the direction of the said *G. O.* testified by his being a party to, and sealing and delivery of these presents, the receipts of which said several sums of ——— and ———, making together the said sum of ———, and being the price of, and full amount for the purchase of the said messuage and hereditaments hereinbefore mentioned, and intended to be hereby released, they the said *P. M. L. W.* and *C. I.* do, and each and each and every of them doth hereby acknowledge, and thereof, and of every part thereof, do, and each and every of them doth acquit, release, and discharge the said *G. O.* and *W. O.* each of them, and their and each of their heirs, executors, and administrators, and every of them, by these presents, and in consideration of the sum of ———, of such lawful money as aforesaid, to the said *T. H.* paid by the said *W. O.* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said *P. M. L. W.* and *C. I.* at the request, and by the direction as well of the said *G. O.* as of the said *T. L.* testified by their being parties to, and sealing and delivery of these presents, have, and each and every of them hath bargained, sold, released, and confirmed, and by these presents do, and each and every of them doth bargain, sell, release, and confirm, and the said *T. H.* at the like request and direction of the said *L. T.* and *G. O.* testified as aforesaid, and at the request, and by the direction of the said *P. M. L. W.* and *C. I.* testified by their being also parties to, and sealing and delivering these presents, hath released, ratified, and confirmed, and doth by these presents release, ratify and confirm, unto the said *W. O.* (in his actual possession, &c.) and his heirs, all that messuage or tenement, with the appurtenances, situate and

Transfer to mortgagee by the present purchaser's direction.

MORTGAGE. being in ———— afore said, in a certain street there called ————, heretofore in the occupation of *N. C.* then ————, of *Mrs. D.* late of the rev. *T. I.* and since of the said ————, abutting on the said street to the east, abutting on the west in the ————, late of ————, of the said ———— and ————, on the north, late of the ————, in the occupation of, and being one of the sold messuages before mentioned to be sold to the said *W. O.* and all other out-houses, edifices, buildings, stables, lofts, yards, gardens, back-sides, commons, common of pasture, ways, waters, easements, profits, commodities, and appurtenances, whatsoever, to the said messuage or tenement, hereditaments, and premises; or any part thereof, hereby released, or intended so to be, belonging, or in any wise appertaining, or therewith held, used, occupied, or enjoyed, or accepted, reputed, taken, or known, as part, parcel, or member thereof, except out of the release, the premises intended to be hereby conveyed, that bay, or part of the barn, standing at ————, part of the yard belonging to the said messuages, sold to the said *W. O.* which was, &c. and the reversion and reversions, remainder and remainders, rents, issues, and profits, of all and singular the said hereby released premises, and also all the estate, right, title, interest, property, claim, and demand, whatsoever, at law and in equity, of them the said *P. M. L. W.* and *C. I.* or any or either of them, of, in, or to the same, or any part thereof, and all deeds, evidences, and writings, relating to, or concerning the said messuage, hereditaments, and premises, hereby released, or only part thereof, which the said *P. M. L. W.* and *C. I.* any or either of them have or hath, in their or his custody or power, or can have without suit at law, or in equity, and true and attested copies of all such other deeds, evidences, and writings, as concern the said messuage and hereditaments jointly, with

other hereditaments of greater value, such copies being made at the costs of the said *P. M. L. W.* and *C. I.* To have and to hold the said messuage or tenement, hereditaments and premises, hereby released, or intended so to be, with the appurtenances, unto the said *W. O.* his heirs and assigns, to the only use and behoof of the said *W. O.* his heirs and assigns for ever. Provided always, and it is hereby agreed between the said *W. O.* and *G. O.* that if the said *G. O.* his heirs, executors, or administrators, shall and do, well and truly pay, or cause to be paid unto the said *W. O.* his executors, administrators, or assigns, at or in his now dwelling-house in ———— afore said, the full sum of ———— of lawful money of *Great Britain*, with interest for the same, at the rate of £ ———— for one hundred pounds for a year, on the ———— day of ————, now next ensuing the date of these presents, without any deduction or abatement, for or in respect of any taxes, charges, assessments, payments, or other matter or thing whatsoever, imposed, or to be imposed upon the said premises, or any part thereof, or upon the said sum of ————, or the said *W. O.* in respect thereof, by authority of parliament, or otherwise howsoever, that then, and from thenceforth, the said *W. O.* his heirs, executors, administrators, and assigns, shall and will convey and assure the said messuage or tenement, hereditaments and premises, unto the said *G. O.* his heirs or assigns, or as he or they making such payments shall direct or appoint, freed and discharged of all incumbrances, to be in the mean time made, done, committed, or executed, by the said *W. O.* his heirs, executors, administrators, or assigns, and the said *P. M.* for himself, his heirs, executors, and administrators, and the said *L. W.* for himself, his heirs, executors, and administrators, and the said *C. I.* for himself, his heirs, executors, and administrators, do, and each and every of them doth, severally and respectively, and not

MORTGAGE.

Habendum.

To the mortgagee in fee.

Proviso for redemption.

Covenant that the trustees have done no act to incumber.

MORTGAGE. jointly, or the one for the other or others of them, or for the acts, deeds, heirs, executors, or administrators, of the other or others of them, but each and every of them for himself and for his own acts, deeds, heirs, executors, and administrators only, covenant, promise, and agree, to and with the said *W. O.* his heirs, executors, administrators, and assigns, and also to and with the said *G. O.* his heirs and assigns, by these presents, that they the said *P. M. L. W.* and *C. I.* or any or either of them, have not, and hath not, at any time heretofore, made, done, committed, or executed, or wittingly or willingly permitted or suffered any act, deed, matter, or thing, whatsoever, whereby, or wherewith, or by means whereof the said messuage or tenement, hereditaments, and premises, hereby released, or mentioned, or intended so to be, or any part or parcel thereof, are, or is, can, shall, or may be any ways impeached, charged, affected, or incumbered, in title, estate, or otherwise howsoever; and the said *G. O.* for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said *W. O.* his heirs, executors, administrators, and assigns, by these presents, that he the said *G. O.* his heirs, executors, or administrators, shall and will well and truly pay, or cause to be paid unto the said *W. O.* his executors, administrators, or assigns, the said sum of —, and interest, as aforesaid, on the day, and at the place, and in such manner and form as is hereinbefore mentioned for payment thereof, and that without any deduction or abatement whatsoever, as aforesaid. And further, that he the said *W. O.* his heirs and assigns, shall and may, from time to time, and at all times from and after default shall happen to be made of or in payment of the said sum of —, and interest, or any part thereof, contrary to the proviso aforesaid, and the true intent and meaning of

The purchaser
covenants with
the mortgagee,

to pay the
mortgage-
money.

For quiet en-
joyment after
default of pay-
ment.

these presents, peaceably and quietly to enter into, **MORTGAGE.**
 have, hold, occupy, possess, and enjoy the said
 messuage or tenement, hereditaments and pre-
 mises, hereby granted and released, or intended so
 to be, as aforesaid, with their appurtenances, and
 have, receive, and take the rents, issues, and profits
 thereof, to his and their own use and uses, without
 any lawful let, suit, hindrance, interruption, or
 denial, of or by the said G. O. or his heirs, or of
 or by any other person or persons whomsoever,
 lawfully claiming, or to claim any estate, right,
 title, trust, or interest, of, in, or to the said mes-
 suage or tenement, hereditaments and premises, or
 any part thereof, by, from, or under, or in trust
 for him, them, or any of them, their, or any of
 their acts, means, default, procurement consent, or
 privity, except the rents and services which shall
 from thenceforth become due and payable to the
 chief lord or lords of the fee or fees, of whom the
 said premises are, or shall be holden. And more-
 over, that he the said G. O. and his heirs, and all For further as-
 surance. and every other person and persons who shall or
 may, at any time hereafter, have, or lawfully
 claim any estate, right, title, use, trust, or interest,
 of, in, to, or out of the said messuage or tenement,
 hereditaments and premises, or any part thereof,
 by, from, or under, or in trust for him, shall and
 will, from time to time, and at all times from and
 after default shall happen to be made of or in
 payment of the said sum of —, and interest, or
 some part thereof, contrary to the proviso or con-
 dition aforesaid, for payment thereof, and the true
 intent and meaning of these presents, upon the
 reasonable request of the said W. O. his heirs, ex-
 cutors, administrators, or assigns, and at the proper
 costs and charges in the law of the said G. O. his
 heirs, executors, and administrators, make, do,
 acknowledge, levy, suffer, and execute, or cause
 and procure to be made, done, acknowledged,

MORTGAGE. levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devises, conveyances, and assurances, in the law whatsoever, for the further, better, more perfect and absolute granting, conveying, and assuring the said messuage or tenement, hereditaments and premises, hereinbefore mentioned, and intended to be hereby granted and released, with their appurtenances, unto and to the use of the said *W. O.* his heirs and assigns, free and absolutely discharged of the proviso and covenant aforesaid, and of all power and equity of redemption whatsoever, as by the said *W. O.* his heirs, executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised, or required. AND it is hereby further declared and agreed, by and between the said *W. O.* and *G. O.* that in the mean time, and until default shall be made in payment of the said sum of —, and interest, or some part thereof, contrary to the form and effect of the proviso and covenant herein contained for payment of the same, and the true intent and meaning of these presents, it shall and may be lawful to and for the said *G. O.* his heirs and assigns, peaceably and quietly to have, hold, and enjoy the said messuage or tenement, hereditaments and premises, hereby released, and to receive and take the rents, issues, and profits thereof, to and for his and their own use and benefit, without any lawful let, suit, trouble, or interruption, of or by the said *W. O.* his heirs, executors, administrators, or assigns, or any of them, or of or by any other person or persons lawfully claiming, or to claim, from, by, or under him, them, or any of them, and for the considerations aforesaid, and the better to secure the repayment of the said sum of —, and interest, as aforesaid; the said *G. O.* doth hereby assign, transfer, and set over, to the said

Free from proviso for redemption.

Covenant for mortgagor to retain possession until default of payment.

Assignment of policy of insurance.

W. O. his executors, administrators, or assigns, a **MORTGAGE** certain instrument or policy of insurance, under the hands and seals of three of the directors of the — assurance company, *London*, No. —, dated the — day of —, whereby the buildings upon the said premises were insured to the said *G. O.* his executors, administrators, and assigns, against loss by fire, to the amount of —, to the intent, that in case of any such loss or damage by fire, he the said *W. O.* his heirs, executors, administrators, and assigns, may, by virtue of such policy or insurance, receive satisfaction for such loss or damage, to the amount of the principal and interest which shall be and remain due to him or them. In witness, &c.

Mortgage of Fee Simple Lands, of Leaseholds for Lives, (both subject to former Mortgages,) and of Leaseholds for Years.

THIS INDENTURE, made, &c. between *C. I.* Parties. of, &c. and *K. A.* his wife, (heretofore called *K. D.*) of the one part, and *V. E. D. B.* of, &c. and the rev. *H. T.* of, &c. of the other part; Whereas, by indenture of lease, tripartite, executed by livery and seisin, bearing date on or about the — day of —, and made, or expressed to be made, between the chapter of the collegiate church of —, in the county of —, of the first part; the therein named *C. W.* esq. of the second part; and the therein named *H. G.* of the third part; the said chapter, in consideration of the surrender of a former lease, and for other the considerations thereafter mentioned, did demise to the said *C. W.* all that, &c. to hold the same unto the Recital of lease for lives.

MORTGAGE. saïd C. W. his heirs and assigns, from the making of the same indenture for the natural lives of C. G. eldest son of the saïd C. W. and H. D. the wife of H. T. esq. then late C. D. and the rev. C. E. of, &c. and the life of the longest liver of them, at and under the several reserved yearly rents therein mentioned, payable half yearly by equal portions, at the days and times therein specified and appointed: And whereas, by indentures of lease and release, bearing date respectively on or about the — and — days of —, in the year of our Lord —, expressed to be made between the saïd C. G. (by the description of C. G. of, &c. esq. eldest son and heir at law, and also a devisee, named in the last will and testament of C. W. late of — aforesaid, esq. deceased,) of the one part, and the saïd C. I. of the other part, reciting the saïd indenture of lease of the — day of —, it was, by the saïd indenture of release, witnessed, that, in consideration of the sum of —, paid to the saïd C. G. by the saïd C. I. he the saïd C. G. did demise, grant, bargain and sell, assign, transfer, and set over, unto the saïd C. I. his heirs and assigns, all the aforesaid, &c. to hold the same to the saïd C. I. his heirs and assigns, from the making the indenture now in recital, for the lives of the saïd C. G. H. D. and C. E. and the life of the longest liver of them, subject to the rents, covenants, and agreements in the saïd recited indenture of lease reserved and contained, and on the lessees part to be paid and performed:

Lease for lives. AND whereas, by another indenture of lease, tripartite, executed by livery and seisin, bearing date on or about the — day of —, and expressed to be made between the right honourable —, lord —, baron —, of, &c. of the first part; the saïd C. G. of the second part; and the therein named L. I. of the third part; the saïd —, lord —, in consideration of the surrender of the

Of lease and
release.

former lease, and for other the considerations in ~~MORTGAGE~~ the same indenture now in recital mentioned, did demise, grant, set, and to farm let, unto the said C. G. all that, &c. to hold the same unto the said C. G. his heirs and assigns, from the making of the said indenture now in recital, for the natural lives of him the said C. G. and of the said C. I. and C. E. his brothers, and the life of the longest liver of them, at and under the reserved yearly rent of —, payable half yearly to the said B. L. his heirs and assigns, by equal portions, at Lady Day and Michaelmas: AND whereas, by another indenture of lease, bearing date on or about the — day of —, in the year of our Lord —, expressed to be made between the most reverend father in God, *W.* by divine Providence, lord archbishop of —, primate of *England*, and metropolitan, of the one part; and the said C. I. of the other part; the said most reverend father, for divers good causes and considerations, him thereunto moving, did demise, grant, and to farm let, unto the said C. I. all that, &c. to hold the same unto the said C. I. his executors, administrators, and assigns, from the making of the same indenture for the term of — years, from thence next ensuing, at and under the reserved yearly rent of —, payable half yearly to the said most reverend father, and his successors, by equal portions, at Lady Day and Michaelmas: And whereas, the said C. I. is not only seised and possessed of the several hereditaments and premises hereinbefore mentioned, which are leasehold for lives and years, respectively, but is also seised in his demesne, as of fee, of and in, &c. which said, &c. last above-mentioned, he the said C. I. lately purchased, (together with the said leasehold parcel of ground, called —,) of and from the trustees for sale of the real estates, late of the said C. G. his brother, but subject to a mortgage, made by the said C. I. to

MORTGAGE. the said trustees, for securing the sum of —, and interest, and he the said *C. I.* is also entitled to the equity of redemption of and in, &c. in the tenure or occupation of *D. T.* at the annual rent of —, or thereabouts, now under mortgage to *L. W.* gent. for securing the sum of —, and interest: **AND** whereas, the said *C. I.* having occasion to borrow, and take up at interest, the sum of —, hath applied to the said *V. E. D. B.* and *T. H.* for the loan thereof; whereof, with the consent and approbation of the said *K. A.* the wife of the said *C. I.* testified by her being a party to, and sealing and delivering of these presents, have agreed to advance and lend him the same, on such security being made to them for the payment thereof and interest as hereinafter is mentioned: Now this indenture witnesseth, that, for and in consideration of the sum of —, of good and lawful money of *Great-Britain*, on or before the sealing and delivery of these presents, to the said *C. I.* in hand well and truly paid, by the said *D. B.* and *H. T.* the payment and receipt whereof he the said *C. I.* doth hereby admit and acknowledge, and of and from the same, and every part thereof, doth acquit, release, and for ever discharge the said *V. E. D. B.* and *H. T.* their respective heirs, executors, administrators, and assigns, by these presents, he the said *C. I.* hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm, unto the said *E. I. D. B.* and *H. T.* (in their actual possession, &c.) and to their heirs and assigns, all that, &c. To **HAVE AND TO HOLD** the said capital messuage, and such part and parts of the said hereby granted and released other messuages, cottages, closes, plantations, hop-yards, lands, grounds, rents, hereditaments, and premises, with the rights, members, and appurtenances, as is and are free,

Habendum
of capital mes-
suage in fee.

hold of inheritance, (except as before excepted,) **MORTGAGE.**
 unto the said *V. C. D. B.* and *H. T.* their heirs
 and assigns, to the use of them the said *V. C.*
D. B. and *H. T.* their heirs and assigns, for ever;
 and to have and to hold the said parsonage and
 tithes, and all and singular other the said hereby
 granted and released hereditaments and premises,
 which are leasehold for lives, with their, and every
 of their appurtenances, unto the said *V. C. D. B.*
 and *H. T.* their heirs and assigns, from henceforth
 for and during the natural lives of the *cestui que*
vies, in the said recited indentures of lease, of the
 — day of —, and the — day of —, respec-
 tively mentioned, and the lives and life of the
 survivors and survivor of them, respectively, at
 and under the several yearly rents and covenants
 therein respectively reserved and contained; sub-
 ject, nevertheless, and without prejudice, to the
 said two prior mortgages for £— and £—,
 and interest, and to the monies hereby respectively
 secured: **AND** this indenture further witnesseth, **Subject to prior**
 that, for the considerations aforesaid, and in order **mortgage.**
 the better to secure the re-payment of the said
 sum of —, and interest, and for and in con-
 sideration of the sum of —, of like lawful money,
 on or before the sealing and delivering of these
 presents, to the said *C. I.* in hand paid, by the
 said *V. E. D. B.* and *H. T.* the payment and re-
 ceipt whereof is hereby acknowledged, he the said
C. I. hath bargained, sold, assigned, transferred,
 and set over, and by these presents doth bargain,
 sell, assign, and set over, unto the said *V. C. D. B.*
 and *H. T.* their executors, administrators, and
 assigns, all that, &c. To have and to hold the
 said meadow, parcels of ground, and close, and
 all and singular other the premises hereby bar-
 gained, sold, assigned, transferred, and set over,
 or mentioned or intended so to be, with their and
 every of their appurtenances, unto the said *V. E.* **Assignment of**
Leaseholds.

MORTGAGE. the said trustees, for security
 and interest, and he the said
 to the equity of redemption
 tenure or occupation of
 of —, or thereabout
 L. W. gent. for security
 interest: AND where
 cation to borrow
 of —, hath
 and T. H. for
 consent and
 wife of the
 party to,
 sents, by
 same,
 the said
 and estate, in, &c. and other heredita-
 ments which were vested in them the said V. E.
 for and H. T. and their heirs, in and by
 certain indentures of lease and release, bearing
 date respectively on or about the — and — days
 of —, in the year of our Lord —, with a
 power to sell the same, with the consent and ap-
 probation of the said C. I. and K. A. his wife,
 and to apply the purchase-money upon the trusts,
 and for the intents in the said indenture of release
 mentioned, which same indenture of release is of
 six parts, and made, or mentioned to be made,
 between the said C. I. and K. A. his wife, of the
 first part; the said C. G. hereinbefore mentioned,
 of the second part; D. S. of, &c. and A. his wife,
 of the third part; W. E. of, &c. of the fourth
 part; the said V. C. D. B. and H. T. of the fifth
 part; and A. C. of, &c. and W. W. of, &c. of
 the sixth part, being the settlement made sub-
 sequent to the marriage of the said C. I. with the
 said K. A. his now wife, but in pursuance of cer-
 tain articles of agreement, made and entered into
 before and in consideration of the said marriage;
 and the said V. E. D. B. and H. T. do, by these

of the premises, and to MORTGAGE

of — years, in his, —

r names, and to pay,

finer, charges, and

by every such re-

lease shall remain

E, D. B. and

and assigns,

sum or sums

and laid out

together

men-

sum

ed,

shall or may, from

to the interest of the

of —, or to the principal

it is hereby also declared and agreed, by

between them the said V. E. D. B. and H. T.

and the said C. I. that, if the said C. I. his

heirs, executors, or administrators, shall, whilst

the said sum of —, and interest, or any part

thereof, remains a charge upon the said hereby

released and assigned premises, at any time after

the death of any of the persons named as lives, in

the said leases of the — and — respectively, or

any renewed lease or leases of the premises therein

respectively comprised, and request to him or

them made by the said V. E. D. B. and H. T.

or either of them, their executors, administrators,

or assigns, refuse or neglect to renew and take a

new lease or leases, from time to time, for three

lives, from the person or persons who, for the

time being, shall have power to grant the same,

and to pay the fines, and other charges and

expences incident to, and usually paid on such

renewals; that then, and in such case, and as often

as it shall so happen, it shall and may be lawful,

to and for the said V. E. D. B. and H. T. their

respective executors, administrators, or assigns, to

surrender the present or any future leases, and

renew the same, respectively, and to take a new

BASE.
excepted, mortgagor
their heirs
V. C.

lease or leases, by adding a life or lives, or periods, or charges, or annuities

Page.
his to renew
gages for lives, or
sums expended
in such renewal
shall be, a
charge on pre-
mises.

MORTGAGE. *B. D. and H. T. their executors, administrators, and assigns, from henceforth, for and during all the rest, residue, and remainder of the said term of — years yet to come, and unexpired: [Proviso for redemption, covenant for payment of mortgage-money, further assurance after default in payment, that mortgagor may quietly enjoy, until default in payment, to procure fresh lease for new lives:]* AND this indenture further witnesseth, and the said *V. E. D. B. and H. T.* do hereby respectively acknowledge and declare, that the said principal sum of —, so advanced and lent, and hereby secured as aforesaid, is part and parcel of the sum of —, trust-monies, received by them, as the consideration or purchase-money for the manor and estate, in, &c. and other hereditaments, which were vested in them the said *V. E. D. B. and H. T.* and their heirs, in and by certain indentures of lease and release, bearing date respectively on or about the — and — days of —, in the year of our Lord —, with a power to sell the same, with the consent and approbation of the said *C. I. and K. A.* his wife, and to apply the purchase-money upon the trusts, and for the intents in the said indenture of release mentioned, which same indenture of release is of six parts, and made, or mentioned to be made, between the said *C. I. and K. A.* his wife, of the first part; the said *C. G.* hereinbefore mentioned, of the second part; *D. S.* of, &c. and *A.* his wife, of the third part; *W. E.* of, &c. of the fourth part; the said *V. C. D. B. and H. T.* of the fifth part; and *A. C.* of, &c. and *W. W.* of, &c. of the sixth part, being the settlement made subsequent to the marriage of the said *C. I.* with the said *K. A.* his now wife, but in pursuance of certain articles of agreement, made and entered into before and in consideration of the said marriage; and the said *V. E. D. B. and H. T.* do, by these

Indenture further witnesseth.

Declaration by trustees that the money advanced is for the trusts of a marriage settlement.

presents, for themselves, severally and respectively, **MORTGAGE.**
 and for their several and respective heirs, executors, administrators, and assigns, promise and agree, to and with the said *C. I.* and *K. A.* his wife, that the names of them the said *V. E. D. B.* and *H. T.* shall respectively stand and be used in this present indenture, and in the said bond thereby referred to as aforesaid, as to the said sum of —, and interest, in trust, and for the benefit of the person or persons who, by virtue of the trusts declared in the said indenture of release, is or are, or shall or may, from time to time, be intitled to the interest of the said principal sum of —, or to the principal itself. **AND**

it is hereby also declared and agreed, by and between them the said *V. E. D. B.* and *H. T.* and the said *C. I.* that, if the said *C. I.* his heirs, executors, or administrators, shall, whilst the said sum of —, and interest, or any part thereof, remains a charge upon the said hereby released and assigned premises, at any time after the death of any of the persons named as lives, in the said leases of the — and — respectively; or any renewed lease or leases of the premises therein respectively comprised, and request to him or them made by the said *V. E. D. B.* and *H. T.* or either of them, their executors, administrators, or assigns, refuse or neglect to renew and take a new lease or leases, from time to time, for three lives, from the person or persons who, for the time being, shall have power to grant the same, and to pay the fines, and other charges and expences incident to, and usually paid on such renewals; that then, and in such case, and as often as it shall so happen, it shall and may be lawful, to and for the said *V. E. D. B.* and *H. T.* their respective executors, administrators, or assigns, to surrender the present or any future leases, and renew the same, respectively, and to take a new

Agreement that in case mortgagors neglect to renew leases for lives, mortgagees may, and sums expended in such renewal shall be, a charge on premises.

MORTGAGE. lease or leases, instead of such surrender, lease, or leases, by adding any other person or persons, as a life or lives, instead of such deceased person or persons, and to disburse and lay out such fines, charges, and expences as shall be payable and occasioned as aforesaid; and every such new lease or leases, of the said leasehold premises for lives, shall remain and be a security to the said *V. E. D. B.* and *H. T.* as well for the payment of all such sum and sums of money as shall be disbursed or laid out by them, or any of them as aforesaid, together with interest for the same, after the rate aforesaid, as for the payment of the said principal sum of —, and interest, and shall not be redeemed or redeemable in law or equity, until all such sum or sums of money, and the interest thereof, shall be fully paid and satisfied to them the said *V. E. D. B.* and *H. T.* or the survivor of them, his heirs, executors, administrators, or assigns, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding: And it is hereby further declared and agreed, by and between the said *V. E. D. B.* and *H. T.* and the said *C. I.* that if the said *C. I.* his executors, administrators, or assigns, shall neglect or refuse to apply for and procure a renewed lease, for a term of — years, of the said lands and premises hereby assigned as aforesaid, within — calendar months next after the expiration of the first, and every succeeding — years, from the commencement of the said lease of —, from the persons who, (for the time being,) shall have power to grant the same, and to pay the fine, and other charges and expences, incident to and usually paid on such renewals; that then, and in such case, it shall and may be lawful to and for the said *V. E. D. B.* and *H. T.* and the survivor of them, and the executors, administrators, or assigns of such survivor, to surrender the present lease, or

any future renewed lease of the premises, and to MORTGAGE—
renew the same, for a term of ——— years, in his, ———
her, or their own name or names, and to pay,
disburse, and lay out such fines, charges, and
expences, as shall be payable by every such re-
newal; and every such renewed lease shall remain
and be a security to the said *V. E.*, *D. B.*, and
H. T. their executors, administrators, and assigns,
as well for the payment of all such sum or sums
of money as shall be paid, disbursed, and laid out
by them, or any of them as aforesaid, together
with interest for the same, at the rate above-men-
tioned, as for payment of the said principal sum
of ———, and interest, and shall not be redeemed,
or redeemable, in law or equity, until all such sum
or sums of money, and the interest thereof, shall
be fully paid and satisfied to the said *V. E.*, *D. B.*
and *H. T.* their executors, administrators, or
assigns, any thing hereinbefore contained to the
contrary thereof in any wise notwithstanding.

IN WITNESS, &c.

MORTGAGE. *Mortgage of an Annuity, and Rectory, granted for Lives, and Leaseholds for Years.*

Recital of a will.

THIS INDENTURE of four parts made the — day of —, in the — year of the reign of our sovereign lord George the third, by the grace of God of *Great Britain, France and Ireland*, king defender of the faith and so forth, and in the year of our Lord —, between *E. E.* of &c. clerk, and *E. E.* of &c. gent, of the first part, *E. E.* of &c. spinster, of the second part; *B. P.* of &c. of the third part; and *B. A.* of &c. of the fourth part. Whereas *E. M.* of the parish of —, in the county of —, aforesaid, esq. deceased, by his last will and testament in writing, bearing date on or about the — day of —, in the year of our Lord —, after charging his estate both real and personal with the payment of his debts, and of several legacies as therein mentioned, gave and bequeathed unto his sister the said *E. E.* one yearly rent-charge of £—, payable half-yearly, and charged his estates in the parishes of — and —, aforesaid, with the payment of the same, and also gave and bequeathed unto the said *E. E.* his dwelling house, situate at — aforesaid, and a cottage thereto adjoining, with other hereditaments as is therein mentioned and thereafter described, for and during the term of her natural life, and from and after her decease, he gave and bequeathed the said annuity, to be divided in equal shares as the remainder of his estates thereafter bequeathed, and as to all and singular his other estates situate in the several parishes of — and — aforesaid, or elsewhere, both real and personal, he gave and bequeathed the same unto his brothers the said *E. E.* and *E. E.* equally to be divided share and share alike between them, and appointed the said *E. E.*

his sole executor. AND whereas the said testator **MORTGAGE.**
 is since dead, without revoking or altering his _____
 said will, and the said *E. E.* hath proved the same Death of testator.
 in the consistory court of the bishop of _____.

AND whereas the Right Reverend Father in God, Bishops lease for lives.
S. Lord Bishop of _____, by an indenture under

his episcopal seal, bearing date on or about the
 _____ day of _____, in the year of our Lord _____,
 did for the considerations therein mentioned, (and
 in pursuance of an act of Parliament made in the
 _____ year of the reign of our sovereign lady queen
Anne, demise, grant, and to farm let unto the said
E. E. his heirs and assigns, all that rectory or par-
 sonage of _____, (except as is therein excepted)
 messuages, tenements, tithes, and hereditaments
 hereinafter described and released, or expressed or
 intended so to be, with their and every of their
 rights, members, and appurtenances, To hold the
 same unto the said *E. E.* his heirs and assigns, for
 and during the natural lives of them the said *E. E.*
 and *E. T.* of _____, in the said county of _____,
 and the said *E. E.* and the life of the longest liver
 of them, subject to the rent or sum of _____, of
 lawful money of *Great Britain*, payable at the days
 and times therein expressed, for payment thereof,
 and to the covenants, clauses, and provisos in the
 same indenture expressed and contained on the ten-
 nants or lessee's part to be paid, observed, and
 performed.

AND whereas the said *E. E. E. E.* Recital that grantor has occasion for £---
 and *E. E.* having occasion for the sum of _____,
 have applied to the said *B. P.* to advance and lend
 them the same, who hath agreed so to do, upon
 having the re-payment thereof, with interest, in
 manner hereinafter mentioned, secured to him by
 a mortgage of the said rectory, or parsonage, te-
 nements, and hereditaments hereinafter described,
 and released, and intended so to be, and also by a
 demise of all those the said hereditaments and the said
 annual or yearly rent-charge or sum of _____, so given as

MORTGAGE. *aforsaid, for life to the said E. E. for a term of —years determinable, and the trusts as hereinafter*

Consideration. *mentioned. Now this indenture witnesseth, that in consideration of the said sum of —, of lawful money of Great Britain to the said E. E. E. E. and E. E. at or before the sealing and delivery of these presents, in hand, well and truly paid by the said B. P. the payment whereof they the said E. E. E. E. and E. E. do and each of them doth hereby acknowledge, and of and from the same, do and each of them doth hereby acquit, release, and discharge the said B. P. his heirs, executors, administrators, and assigns, for ever, by these presents, they the said E. E. &c. &c. have, and each of them hath granted, bargained, sold, aliened, released, and confirmed, and by these presents do,*

Grant of rectory and tithes. *and each of them doth grant, &c. unto the said B. P. (in his actual possession, now being by virtue of a bargain and sale to him thereof made by the said E. E. &c. &c. in consideration of ss. by indenture, bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession) and to his heirs, &c. all &c. and all tithes, glebe lands, oblations and obventions thereunto belonging, and all houses, out-houses, edifices, buildings, barns, stables, yards, gardens, orchards, ways, waters, water-courses, hedges, ditches, trees, woods, underwood, commons, common of pasture, profits, commodities, advantages, emoluments, hereditaments, and appurtenances whatsoever, to the said messuage, farm, lands, rectory, or parsonage, hereditaments and premises, or any part thereof, belonging, or in any wise appertaining, or with the same, or any part thereof used, occupied, possessed, or enjoyed, or reputed, deemed, or taken, as part, parcel, or member thereof, and the reversion and*

reversions, remainder and remainders, rents, issues, and profits, of all and singular the same premises, and also all the estate, right, title, interest, trust, property, benefit of renewal, claim, and demand whatsoever, both at law and in equity of them the said *E. E. &c. &c.* of, in, to, or out of the said premises hereby granted and released, or expressed, and intended so to be, with their and every of their appurtenances. To have and to hold all and singular the said hereditaments and premises, (whereof or wherein the said *E. E. &c. &c.* are hereinbefore recited to be seised in fee simple,) hereby granted and released, or expressed and intended so to be, with their and every of their rights, members, and appurtenances unto the said *B. P.* and his heirs, to and for the only proper use and behoof of him the said *B. P.* his heirs and assigns, for ever, subject nevertheless, to the proviso or agreement for redemption of the same premises hereinafter contained, And to have and to hold the said rectory or parsonage, tithes, houses, glebe lands, hereditaments, and all and singular, other the premises hereinbefore mentioned, to have been granted, in and by the said recited indenture of lease, and hereby granted and released, or expressed, or intended so to be, with the appurtenances unto the said *B. P.* and his heirs, to and for the only use and behoof of him the said *B. P.* his heirs and assigns, for and during the several and respective lives of the said *E. E. E. T.* and *E. E.* and the life of the survivor, for which the said premises are now held as aforesaid, subject nevertheless to the said rent of —, and to other the covenants and agreements in the said recited indenture of lease, contained and reserved, and which from henceforth on the lessee's part ought to be paid, done, and performed, and also for and during all other interest of them the said *E. E. &c. &c.* therein subject to the proviso or agreement for redemption of the said several

MORTGAGE.

Habendum,
the hereditaments of which
grantor seised
in fee simple.

Habendum,
the rectory &c.,
in which freehold
for lives.

Subject to rent.

MORTGAGE. premises hereinafter contained, (that is to say) **PROVIDED ALWAYS**, and it is hereby declared and agreed, by and between the said parties to these presents, that if the said *E. E. &c. &c.* or either of them, their or either of their heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid unto the said *B. P.* his executors, administrators, or assigns, the full sum of —, of lawful money of *Great Britain*, together with interest for the same, after the rate of £ —, for each sum of —, by the year, upon the — day of —, next ensuing the date hereof, without any deduction, default, or abatement whatsoever, out of the same sum and interest, or any part thereof, for or on account of any taxes, charges, assessments, rates, or impositions whatsoever, ordinary or extraordinary, already taxed, charged, assessed, rated, or imposed, or hereafter to be taxed, charged, assessed, rated, or imposed upon the said hereditaments and premises, hereby granted and released, or expressed or intended so to be, or any part or parcel, or upon the said sum of —, or the interest thereof, or any part thereof, or upon the said *B. P.* his heirs, executors, administrators, or assigns, in respect thereof, by authority of parliament or otherwise, howsoever, then and in such case he the said *B. P.* his heirs or assigns, shall and will at any time or times hereafter, upon the request, and at the costs and charges in the law of the said *E. E. &c. &c.* or their heirs or assigns, reconvey the said messuage or farm, land, parsonage, or rectory, and hereditaments hereby granted and released, with their appurtenances, unto the said *E. E. &c. &c.* their heirs and assigns, according to their estates or interests therein, as if these presents had not been made, or they shall in that behalf direct or appoint, free from all incumbrances made, done, or to be made, or done by the said *B. P.* his heirs, executors, ad-

Proviso for redemption.

ministrators, or assigns, or any other person or **MORTGAGE.**
persons lawfully claiming or to claim, from, by, ———
or under him, them, or any of them, any thing
herein contained to the contrary thereof in any
wise notwithstanding. **And this indenture further**
witnesseth, that in further pursuance of the said **And this in-**
agreement, and for the better securing the re- **denture further**
payment of the said sum of ———, and interest, **witnesseth.**
and for the consideration aforesaid, and also for
and in consideration of the sum of 5s. of lawful
money of *Great Britain*, to the said *E. E.* in hand
paid by the said *B. A.* at or before the sealing
and delivery of these presents, the receipt whereof
is hereby acknowledged, she the said *E. E.* hath
granted, bargained, sold, and demised, and by these
presents doth, (at the nomination, and by the di-
rection and appointment of the said *B. P.* testi-
fied by his sealing and delivering of these pre-
sents,) grant, bargain, sell, and demise, unto the **Assignment of**
said *B. A.* his executors, administrators, and as- **dwelling-house**
signs, all that her dwelling-house, situate at ———,
aforesaid, and also all that cottage thereto adjoining,
formerly in the occupation of *H. H.* but now
used as a kitchen, brew-house, and other offices,
and also the garden to the said dwelling-house be-
longing, and also all that the orchard called — or- **And rent-**
chard, and also all rent, annuity, yearly rent-charge, **charge.**
or sum of —, with the appurtenances so given by
the said testator *E. M.* unto the said *E. E.* for
and during the term of her natural life, issuing,
going out of, and chargeable upon all the said he-
reditaments hereinbefore granted and released, or
expressed and intended so to be, and also all pow-
ers or remedies for securing or recovering the same
annuity, or yearly rent-charge, and every part and
parcel thereof, with their and every of their ap- **Habendum for**
purtenances. To have and to hold the same he- **—— years.**
reditaments and annuity, or yearly rent-charge
hereinbefore mentioned, and hereby granted, bar-
gained, sold, and demised, or expressed, or intend-

MORTGAGE. ed so to be, and every part and parcel thereof, with their and every of their appurtenances unto the said *B. A.* his executors, administrators, and assigns, from the day next before the day of the date of these presents, for and during, and unto the full end and term of ——— years, from thence next ensuing, and fully to be complete and ended, if she the said *E. E.* shall so long live, Yielding and paying thereof, yearly and every year, during the said term, determinable as aforesaid, the rent of one pepper-corn if the same shall be lawfully demanded, upon the trusts, nevertheless, and to and for the ends, intents, and purposes hereinafter mentioned, expressed and declared, of and concerning the same, (that is to say,) upon trust, in the first place, to permit and suffer the said *E. E.* and her assigns, to receive and take the yearly rent and profits of the said hereditaments, and the said annual rent-charge or sum of ———, with the appurtenances, until default shall happen to be made, of or in payment of the said principal sum of ———, and interest, or some part thereof, on the day and time hereinbefore limited and appointed for payment thereof, and upon this further trust, that in case the same principal money and interest shall happen to be unpaid, at the said day or time appointed for payment thereof, then the said *B. A.* his executors, administrators, and assigns, shall pay, apply, and dispose of the same hereditaments, and the rents, issues, and profits thereof, and the said annuity or yearly rent-charge of £——, so and in such manner that the same may bear a charge and be considered as a security only in proportion, to and with the hereditaments and premises hereby assigned and conveyed by the said *E. E.* &c. &c. for the said sum of ———, and interest, and shall and do pay to, or otherwise permit and suffer, the said *E. E.* and her assigns, to have,

Upon trust to permit mortgagor to enjoy till default of payment &c.

Then in trust, &c.

receive and take the residue of the said hereditaments, and the rents, issues, and profits thereof, and the said yearly rent-charge or sum of —, after payment of such proportion as aforesaid, and the costs, charges, demands and expences of the execution of the trust hereby in him reposed, to and for her and their own use and benefit. **PRO-** **MORTGAGE.**
VIDED always, and it is hereby declared and agreed, by and between the said parties to these presents, that from and after payment of the said principal sum of —, and interest, unto him the said *B. P.* his executors, administrators and assigns, and all such costs, charges, and expences attending the execution of the trusts of the said term of — years, as aforesaid, the said term shall cease, determine, and become void, and the said *E. E.* for herself, her heirs, executors and administrators, doth covenant, promise and agree, to and with the said *B. P.* his executors, administrators and assigns, that she the said *E. E.* hath not at any time heretofore made, done, committed, executed, or wittingly or knowingly suffered, any act, deed, matter or thing whatsoever, whereby or by means whereof the said hereditaments and annuity, or yearly rent charge so granted and demised as aforesaid, or any part thereof, is, are, can, shall, or may be impeached, charged, or incumbered, in title, charge or estate, otherwise than by these presents. And the said *E. E. E. E.* and *E. E.* for themselves, severally and respectively, and for their several and respective heirs, executors, and administrators, do, and each of them doth, covenant, promise and agree, to and with the said *B. P.* his heirs, executors, administrators and assigns, that they the said *E. E. &c. &c.* or one of them, their, or one of their heirs, executors or administrators, shall and will, well and truly pay, or cause to be paid, unto the said *B. P.* his execu-

Proviso for determining the said term.

Covenant that trustees have done no act to incumber.

Covenant for payment of mortgage money.

MORTGAGE. tors, administrators or assigns, the said sum of ———, with interest for the same, after the rate aforesaid, on the day, and in manner hereinbefore mentioned and appointed for payment thereof, without any deduction or abatement whatsoever, for taxes or otherwise, according to the true intent and meaning of these presents. And they the said *E. E.* &c. &c. for themselves severally and respectively, and for their several and respective heirs, executors and administrators, do, and each of them doth, covenant, promise and agree, to and with the said *B. P.* his executors, administrators and assigns, in manner following (that is to say) that they said *E. E.* &c. &c. have, or one of them hath, at the time of the sealing and delivery of these presents, good right, full power, and lawful and absolute authority, to grant, release and convey the messuage or farm, rectory, hereditaments and premises hereinbefore by these presents granted and released, or expressed and intended so to be, with their and every of their rights, members and appurtenances, unto and to the use of the said *B. P.* his heirs and assigns, in manner aforesaid, according to the true intent and meaning of these presents. And also that it shall and may be lawful, to and for the said *B. P.* his heirs and assigns, from and after default shall happen to be made, of or in payment of the said sum of ———, and interest for the same as aforesaid, or any part thereof, in the manner expressed in the aforesaid proviso, and covenant for payment of the same, and the true intent and meaning of these presents, from time to time and at all times, peaceably and quietly to enter into, have, hold, occupy, possess and enjoy, the said messuage, farm, and hereditaments hereby granted and released in fee as aforesaid; and also peaceably and quietly to enter into, have, hold, occupy, possess and enjoy, all and every the said

Covenant that mortgagers have good right to convey.

Enjoyment after default of payment.

hereditaments and premises comprised in the said **MORTGAGE.**
 recited indenture of lease as aforesaid, and every
 part thereof, for and during the lives and the life
 of the survivor of the persons for which the same
 are to hold as aforesaid, and all reasonable interest
 therein, and hereby granted and released, or ex-
 pressed and intended so to be, with their appur-
 tenances, and receive and take the rents, issues,
 and profit of the same premises respectively, and
 of every part thereof, to and for his and their own
 use and benefit, without any let, suit, trouble,
 denial or interruption, of or by the said *E. E.*
&c. &c. or either of them, their, or either of their
 heirs or assigns, of, or by any other person or
 persons whomsoever, save and except as herein-
 after excepted, and that free and clear, and freely
 and clearly acquitted, exonerated and discharged,
 or otherwise, by the said *E. E.* and *E. E.* or one
 of them, their, or one of their heirs, executors or
 administrators, well and sufficiently saved, de-
 fended, kept harmless, and indemnified, of, from,
 and against all and all manner of former and other
 gifts, grants, bargains, sales, lands, mortgages,
 jointures, uses, wills, intails, trusts, statutes,
 recognizances, judgments, extents, executions,
 rents, arrears of rent, and of, from, and against
 all and singular other estates, tithes, troubles,
 claims, demands, charges and incumbrances
 whatsoever, had, made, done, executed, com-
 mitted, occasioned or suffered, or hereafter to be
 had, made, done, committed, occasioned or suffered
 by them the said *E. E. &c. &c.* or either of them,
 their, or either of their heirs or assigns, or of or
 by any other person or persons whomsoever, save
 and except only, and subject to the rents, pro-
 viso and agreement in the said recited indenture of
 lease, reserved and contained, and which, from
 henceforth, on the part and behalf of the lessor or
 assignee, lessee or assignees of the said leasehold
 hereditaments, shall be to be paid, kept, observed

Free from in-
cumbrances.

Except rents,
&c.

MORTGAGE. and, performed. And moreover, that they the said *E. E. &c. &c.* and their heirs, and all and every other person and persons whomsoever, having or lawfully claiming, any estate, right, title, trust, or interest, of, in, to, or out of the hereditaments and premises hereby granted and released, or expressed and intended so to be, or any part thereof, shall and will, from time to time, and at all times, from and after default shall happen to be made, of or in payment of the said sum of —, and interest as aforesaid, or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents, upon every reasonable request, of and by the said *B. P.* his heirs, executors, administrators or assigns, but at the proper costs and charges in the law of the said *E. E. &c. &c.* or one of them, their, or one of their heirs, executors or administrators, make, do, and execute, or cause and procure to be made, done, performed and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devises, conveyances and assurances in the law whatsoever, for the further and better, more perfect, and absolute conveying, assuring, and confirming of all and singular the hereditaments and premises hereby granted and released, or expressed and intended so to be, with their and every of their appurtenances, unto the said *B. P.* his heirs and assigns, freed and discharged, of and from the aforesaid proviso for redemption of the said premises, and all equity therefrom, as by the said *B. P.* his heirs, executors, administrators or assigns, or his or their counsel in the law shall be reasonably devised, advised, or required. PROVIDED always, and it is hereby declared and agreed, by and between all the said parties to these presents, that in the mean

Further assurance.

time, and until default shall happen to be made, of or in payment of the said sum of —, and interest as aforesaid, or any part thereof, (contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents,) it shall and may be lawful to and for the said *E. E. &c. &c.* their heirs and assigns respectively, peaceably and quietly to have, hold, and enjoy, the hereditaments and premises hereby granted and released, or expressed and intended so to be, and to receive and take the rents, issues and profits thereof, to and for his and their own use and benefit, without any let or interruption, of or by the said *B. P.* his heirs, executors, administrators or assigns, and without rendering any account for the same. And the said *E. E. &c. &c.* for themselves and their several heirs, executors, and administrators respectively, do further covenant, promise and agree, to and with the said *B. P.* his heirs, executors, administrators and assigns, that they the said *E. E. &c. &c.* or one of them, their, or one of their heirs, executors or administrators, for and during all such time as they or either of them, their, or either of their heirs, executors or administrators shall be permitted, by the said leasehold hereditaments and premises, with the appurtenances hereby granted and released, or expressed and intended so to be, and until the said *B. P.* his heirs, executors, administrators or assigns, shall be in the actual possession of the said leasehold premises, by virtue of this present indenture, shall and will well and truly pay, or cause to be paid, the said yearly rent of —, and keep and perform all and singular the agreements in and by the said indenture of lease reserved and contained, and from thenceforth during such time as aforesaid, on the part of the lesser or lessee, assignee or assignees of the said

MORTGAGE.

Moregagor to
enjoy till de-
fault of pay-
ment.

Covenant to
pay rent while
mortgagor is in
possession of
leasehold pre-
mises.

MORTGAGE. lease, to become, and to be kept and performed according to the true intent and meaning of the said recited indenture of lease, and of, from, and against the said rent and covenants, and all actions, suits, costs, charges, demands and expences, in respect of any neglect, non-payment or non-performance thereof, during such possession as aforesaid, shall and will, well and sufficiently save, defend, keep harmless and indemnified, the said *B. P.* his heirs, executors, administrators and assigns, and every of them, and his and their, and every of their goods, chattels, lands and tenements. And further, that they the said *E. E.* &c. &c. their heirs or assigns, or some or one of them, shall and will, in case any one of the persons for whose lives the said leasehold premises are at present held, or may be held in future, dies during the — hereby made, and before full payment of the said principal sum of —, and interest as aforesaid, solicit and endeavour to obtain from the bishop of —, for the time being, of all the said rectory and other leasehold hereditaments, for the further or additional interest or estate for three lives, in the usual manner in such case, and pay and defray the fine and other expences attending the taking and obtaining of such new grant, or lease, and from and after taking and obtaining the same, shall and will convey and assure the same leasehold hereditaments for the same estate or additional interest unto the said *B. P.* his heirs or assigns, as a security with the other hereditaments for the said sum of —, and interest, and subject to the said proviso hereinbefore contained for redemption of the said hereditaments and premises, or such other proviso for the same intent and purpose that may be contained in such further assurance, and that in case the said *E. E.* &c. &c. their heirs, executors or ad-

To procure
new leases.

ministrators, do, and shall at any time or times **MORTGAGE.** hereafter, (when any person dies for whose life the same hereditaments (together with other lives) may be held as aforesaid,) refuse or neglect to solicit and endeavour to obtain a new grant from the said bishop for the time being as aforesaid, and pay the said fine and expences consequent thereon, that then it shall or may be lawful to and for the said *B. P.* his heirs or assigns, in his and their own name and names, to solicit and obtain a reserved grant of the said leasehold hereditaments and premises, and then and in such case the said hereditaments and premises shall stand, remain, and be a security unto the said *B. P.* his heirs and assigns, as well for such monies and the interest thereof as aforesaid, as for the said sum of —, and interest, and that as fully and effectually as the said premises are hereby made a security for the said sum of —, and its interest as aforesaid. In witness, &c.

Operative part of Mortgage in Fee, with exception of Term outstanding, which is agreed to be assigned, in Trust, to protect the Inheritance, with Receipt from former Mortgagee in full for his Money due on Mortgage.

AND WHEREAS there is now due and owing to the said *D. D. T. H. J. T. J. S. and W. G.* on their aforesaid security, the principal sum of —, and no more, all interest for the same having been paid to the day of the date of these presents; and they having occasion for the said sum of —, have required the said *S. B.* to repay them the same: AND whereas the said *S. B.*

Recital of sum remaining due on mortgage.

MORTGAGE. not having a sufficient sum of money to pay off
 ——— and discharge such mortgage, hath applied to the
 said *T. S.* to advance and lend her the sum of —, on the security hereinafter mentioned, in order to enable her to repay the said sum of — to the said *D. D. T. H. J. T. J. S.* and *W. G.* so due on their said mortgage as aforesaid, which he hath agreed to do, NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for and in consideration of the sum of —, of lawful money of *Great Britain*, to the said *D. D. T. H. J. T. J. S.* and *W. G.* in hand well and truly paid by the said *T. S.* at or before the sealing and delivery of these presents, at the request, and by the direction of the said *S. B.* testified by her being a party to, and executing these presents, which said sum of —, together with the sum of —, of like lawful money, by the said *S. B.* to them the said *D. D. T. H. J. T. J. S.* and *W. G.* in hand also well and truly paid at or before the sealing and delivery of these presents, makes the said sum of —, so due to them on their aforesaid mortgage, the receipts and payments of which said several sums of — and — they the said *D. D. T. H. J. T. J. S.* and *W. G.* do hereby respectively acknowledge, and thereof, and of every part thereof, do respectively acquit, release, and discharge the said *T. S.* and *S. B.* respectively, and their respective heirs, executors, administrators and assigns, and every of them, for ever, by these presents. She the said *S. B.* hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth grant, bargain, sell, alien, release and confirm unto the said *T. S.* (in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said *S. B.* in consideration of 5 s. to her paid by the said *T. S.* in and by one indenture, bearing date the day next before the

day of the date hereof, for the term of one whole MORTGAGE.
year, commencing from the day next before the
day of the date of the said indenture of bargain
and sale, and by force of the statute made for
transferring uses into possession), and to his heirs
and assigns, all that the said piece or parcel of
ground, &c. and also, all and all manner of
houses, &c. and the reversion, &c. and all the
estate, right, title, interest, trust, property, equity
of redemption, claim and demand whatsoever,
both at law, in equity, and in possession, re-
version, remainder, or expectancy, or otherwise
howsoever, of her the said *S. B.* of, in, to, or out
of, the said theatre, messuages, lands, tenements,
hereditaments, and premises, or any part or par-
cel thereof; and also all deeds, evidences and
writings, escripts and muniments, touching or
in anywise concerning the same hereditaments and
premises, or any part thereof, which she the said
S. B. now hath in her custody, or can come by,
without suit in law, TO HAVE AND TO HOLD
the said piece or parcel of land or ground, &c.
and all and singular other the premises hereby,
mentioned, or intended to be hereby granted and
released, with their and every of their appurte-
nances, unto the said *T. S.* his heirs and assigns,
to and for the only proper use and behoof of him
the said *T. S.* his heirs and assigns for ever, sub-
ject to the proviso and agreement for redemption
of the said premises next hereinafter mentioned
and contained, that is to say, Provided always ne-
vertheless, and it is hereby declared and agreed
by and between the said parties to these presents,
that if the said *S. B.* her heirs, executors, or ad-
ministrators, shall and do well and truly pay, or
cause to be paid, unto the said *T. S.* his execu-
tors, administrators, or assigns, at or in the com-
mon dining hall of —, in the county of —,
the full and just sum of — of lawful money of

MORTGAGE. *Great Britain*, being the said principal sum of —, and the sum of —, as and for one year's interest thereof, after the rate of £5 by the 100 for a year, without any deduction or abatement out of the same, or any part thereof, for or in respect of any taxes, charges, assessments, payments, or other matter, cause or thing whatsoever taxed, charged, assessed or imposed, or to be taxed, charged, assessed or imposed upon the said theatre or play-house, messuage, hereditaments and premises, or any of them, or any part thereof, or upon the tenants or occupiers thereof, or upon the sum of —, intended to be hereby secured, or upon the said *T. S.* his heirs, executors, administrators, or assigns, or any of them, for or in respect thereof, by authority of parliament, or otherwise howsoever, in manner following; that is to say, the sum of —, part thereof, upon the — day of — next ensuing the date hereof, and the sum of —, being the residue, and in full payment of the said sum of —, upon the — day of — then next ensuing, and which will be in the year of our Lord —; then, and in such case, he the said *T. S.* his heirs or assigns, shall and will, at any time or times thereafter, upon the request and at the costs and charges in the law of the said *S. B.* and her heirs, reconvey the said theatre or play-house, messuage, hereditaments and premises hereby mentioned, or to be hereby granted and released, with their appurtenances, unto the said *S. B.* her heirs or assigns, or as she or they shall in that behalf direct and appoint, free from all incumbrances made or done, or to be made or done, by the said *T. S.* his heirs, executors, administrators or assigns, or any other person or persons lawfully claiming, or to claim, from, by, or under him, them, or any of them, any thing herein contained to the contrary notwithstanding. AND the said

S. B. doth hereby for herself, her heirs, execu- **MORTGAGE.**
 tors, or administrators, covenant, promise, de-
 clare and agree; to and with the said **T. S.** his
 executors, administrators and assigns, in manner
 and form following, that is to say, That she the
 said **S. B.** her heirs, executors, or administrators,
 or some or one of them, shall and will well and
 truly pay, or cause to be paid, unto the said **T. S.**
 his executors, administrators, or assigns, the said
 sum of —, at such times and place, and in the
 manner and form in the proviso hereinbefore
 mentioned and appointed for payment thereof,
 without any deduction or abatement whatsoever
 to be made thereout, or in respect thereof, for
 taxes or otherwise as aforesaid, according to the
 purport of the aforesaid proviso, and the true in-
 tent and meaning of these presents; and also shall
 and will, at his and their own proper costs and
 charges, bear, satisfy, and pay all such taxes,
 charges, assessments and payments as aforesaid,
 and thereof and therefrom shall and will save,
 defend, and keep harmless and indemnified the
 said **T. S.** his heirs, executors, administrators and
 assigns, and the said sum of —, and every part
 thereof; and further, shall and will, at his and
 their own proper costs and charges, insure, or
 cause to be insured, in some respectable assurance
 office in the cities of — or —, the said
 theatre or play-house, messuages, &c. in a sum
 not less than — in the whole, and shall and
 will (at all times hereafter) until the said sum of
 —, and all interest thereon that may have accrued
 due, shall be fully paid and satisfied to the said
T. S. his executors, administrators, and assigns,
 insure, or cause to be insured, the same heredita-
 ments and premises in the full sum of — at
 the least, and shall and will at all times hereafter,
 upon the request of the said **T. S.** produce and
 show forth the receipt or receipts of such insur-

MORTGAGE. ———— ance office for so much money as they shall receive for insuring such buildings for the year then next ensuing. PROVIDED ALWAYS, that it shall and may be lawful to and for the said T. S. in case the said S. B. shall neglect to insure, or keep insured, the same theatre and hereditaments and premises, or refuse or decline to show the receipt or receipts for such insurance money for the year next ensuing, that then it shall and may be lawful, for the said T. S. to insure, or cause to be insured, the same hereditaments and premises for the said sum of ———, and from time to time to keep the same insured; and whatsoever sum and sums of money he the said T. S. his executors, administrators, or assigns, shall so advance and pay for the making or continuing such insurance or insurances, the same shall be charged and chargeable on the said theatre, &c. hereditaments and premises hereby granted and released, or mentioned or intended so to be, and be esteemed and considered in the nature of a further charge, neither shall the same hereditaments and premises be redeemed or redeemable until payment of as well what shall be from time to time so advanced and paid for such insurance, together with interest for the same, at the rate of £ 5 per cent. per annum, from the day of such payment, as of the said sum of ———, and interest as aforesaid, by the said S. B. her heirs, executors, administrators, or assigns, unto the said T. S. his executors, administrators, and assigns. AND the said S. B. doth hereby for herself, her heirs, executors, and administrators, covenant, promise, grant, and agree, to and with the said T. S. his heirs and assigns, that she the said S. B. now is lawfully, rightfully, and absolutely seised in her demesne, as of fee, of and in the said piece or parcel of land or ground, &c. hereditaments and premises hereinbefore mentioned, and intended to

be hereby released, and every part and parcel thereof, with the appurtenances, of and in a good, sure, perfect, and indefeasible estate of inheritance, in fee simple, in possession, without any reversion or remainder, condition, use, trust, power of revocation, limitation, or other matter, cause, restraint, or thing whatsoever, which may alter, change, charge, revoke, make void, lessen, incumber, or determine the same (except as hereinafter is excepted). And also, that she the said *S. B.* now hath in herself good right, full power, and lawful and absolute authority, to convey and assure the said piece or parcel of land, &c. hereditaments and premises, hereinbefore mentioned and intended to be hereby granted and released, with their appurtenances, unto and to the use of the said *T. S.* his heirs and assigns for ever, in manner and form aforesaid, according to the true intent and meaning of these presents. AND further also, that it shall and may be lawful to and for the said *T. S.* his heirs and assigns, from time to time from and after default (if any) shall happen to be made of or in payment of the said sum of —, or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents, peaceably and quietly to enter into, have, hold, occupy, possess and enjoy, the same piece or parcel of land or ground, messuages, &c. hereditaments and premises, and to receive and take the rents, issues and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, eviction or interruption of or by the said *S. B.* her heirs, executors, administrators or assigns, or of or by any other person or persons whomsoever; and that free and clear, and freely and clearly, acquitted, exonerated and discharged, or

MORTGAGE. oherwife by the said *S.B.* her heirs, executors, and administrators, well and sufficiently saved, defended, kept harmless and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, uses, trusts, wills, intails, statutes, recognizances, judgments, extents, executions, and of, from, and against all and singular other estates, titles, troubles, charges, and incumbrances, whatsoever, had, made, done, committed, occasioned, or suffered, or to be had, made, done, committed, occasioned, or suffered, by the said *S.B.* her heirs or assigns, or by any other person or persons whomsoever, except the said hereinbefore recited indenture, bearing date the — day of —, which was in the year —, whereby the said hereinbefore mentioned piece or parcel of ground, &c. were granted and demised, or mentioned to be granted and demised unto the said *D.D. T.H I.T. J.S. and W.G.* their executors, administrators, and assigns, for the said term of — years, the now residue of which said term is intended to be assigned in and by an indenture intended to bear even date with these presents, in trust for the said *T.S.* his executors, administrators, and assigns, for the further and better securing to him and them the payment of the said principal sum of —, and interest for the same, in manner aforesaid, and subject thereto, in trust, to attend the inheritance of the said premises. AND, moreover, that the said *S.B.* her heirs and assigns, and all and every other person and persons having, or lawfully claiming, or who shall or may have, or lawfully claim any estate, right, title, trust, or interest, either at law or in equity, of, in, to, or out of the said theatre or playhouse, messuages, hereditaments, and premises, or any of them, or any part or parcel thereof, shall and will, from time to time, and at

all times from and after default shall happen to ^{MORTGAGE.} be made of or in payment of the said sum of —, —, or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true intent and meaning of these presents, upon every reasonable request, and at the proper costs and charges in the law of the said T. S. his heirs, executors, administrators, or assigns, make, do, acknowledge, levy, execute, and suffer, or cause or procure to be made, done, acknowledged, levied, executed, and suffered, all and every such further and other lawful and reasonable act and acts, thing and things, devices, conveyances, and assurances, in the law whatsoever, for the further, better, more perfect, and absolute granting, releasing, conveying, and assuring, the said piece or parcel of ground, and hereditaments and premises, with their and every of their rights, members, and appurtenances, hereinbefore mentioned, and intended to be hereby granted and released as aforesaid, unto the said T. S. his heirs and assigns, to his and their own use, freed and absolutely discharged of and from the aforesaid proviso or agreement for redemption of the premises, or any part thereof, and all equity thereupon, be the same by fine or fines, recovery or recoveries, deed or deeds, enrolled or not enrolled, or otherwise howsoever, as by the said T. S. his heirs, executors, administrators, or assigns, or his or their, or any of their counsel learned in the law, shall be in that behalf advised, or devised and required. And it is hereby declared and agreed, by and between the said T. S. and S. B. that in the mean time, and until default shall happen to be made of or in payment of the said sum of —, or some part thereof, contrary to the form and effect of the aforesaid proviso and covenant for payment of the same, and the true meaning of these presents, it shall and may be

MORTGAGE. lawful to and for the said *S. B.* her heirs and assigns, peaceably and quietly to have, hold, and enjoy the said piece or parcel of ground, hereditaments and premises hereby, or mentioned, or intended to be hereby granted and conveyed, with their and every of their appurtenances, and to receive and take the rents, issues, and profits thereof, and of every part thereof, to and for her and their own use and benefit, without the lawful let, suit, trouble, denial, eviction, or interruption, of or by the said *T. S.* his heirs, executors, administrators, or assigns, or any of them, or of, by, or from any other person or persons lawfully claiming or to claim, from, by, or under, or in trust for him or them. In witness, &c.

Covenant from Mortgagor to Mortgagee, to insure Buildings.

AND the said *W. B.* for himself, his heirs, executors, and administrators, doth hereby further covenant, promise, and agree, to and with the said *W. S.* his heirs, executors, administrators, and assigns, that he the said *W. B.* his heirs or assigns, shall and will, on or before the — day of —, now next ensuing, at his and their own proper costs and charges, insure, or cause to be insured, in some or one of the public insurance offices for insuring houses and buildings from fire, in *London* and *Westminster*, all and every the said messuages and buildings hereinbefore mentioned, and intended to be hereby released from loss or damage by fire, in the sum of —, or upwards, in the names of them the said *W. B.* and *W. S.* and so on from time to time, as and when such insurance or insurances shall cease, so long as the said sum of —, or any part thereof, or the interest thereof,

or any part thereof, shall remain due and owing. **MORTGAGE.**
And in case the said *W. B.* his heirs or assigns, shall neglect or refuse to make such insurance or insurances as aforesaid, it shall and may be lawful to and for the said *W. S.* his executors, administrators, or assigns, to insure, or cause to be insured, the said messuage or tenement, and buildings, hereinbefore mentioned to be hereby granted and released, in any office or offices for insuring houses and buildings from fire, in *London* or *Westminster*, from loss or damage by fire, in the sum of —, or upwards, and so on, from time to time, as and when such insurance or insurances shall cease, and to retain and reimburse himself and themselves all such costs, charges, and expences, as he or they shall or may expend, or be put unto, in making such insurance or insurances as aforesaid, by and out of the said messuages or tenements, hereditaments and premises, hereinbefore mentioned, and intended to be hereby released, or by and out of the rents, issues, and profits thereof. AND it is hereby agreed and declared, that in case the said messuages or tenements, buildings and premises, hereby released, or intended so to be, or any part thereof be burnt down, or damaged, or destroyed by fire, then and in such case, all such sum and sums of money as shall or may be recovered or received, upon or by virtue of such insurance or insurances as aforesaid, shall be laid out and expended in the rebuilding or repairing the said messuages or tenements, buildings and premises, hereby released, or intended so to be, or so much thereof as shall be burnt down, damaged, or destroyed by fire, as aforesaid, or that he the said *W. S.* his executors, administrators, or assigns, shall have, take, and receive the monies to be due and payable therefore, and apply the same, or so much thereof as shall be necessary in discharge of the said sum of —, and the interest which shall

MORTGAGE. be then due for the same, for all which purposes the said *W. B.* doth hereby make and ordain the said *W. S.* his executors, administrators, and assigns, his true and lawful attorney and attorneys, deputy and deputies.

Declaration that outstanding Terms shall be in Trust, for Mortgagee, then to attend the Inheritance.

AND lastly, it is hereby agreed and declared, by and between the said parties, that all and every person or persons now standing or being, or who shall or may hereafter stand, or be possessed of, or interested in, any outstanding term or terms of years, limited or created, of or concerning the said messuages, lands, tenements, hereditaments, and premises, hereby released, or intended so to be, with the appurtenances, or any of them, or any part thereof, and their respective executors, administrators, and assigns, shall from henceforth stand, and be possessed of, and interested in such term or terms of years, or so much thereof, respectively, as are or is now to come, or unexpired, in trust, in the first place, for the said *W. S.* his executors, administrators, and assigns, for the purpose of better securing to him and them the payment of the said principal sum of —, and the interest thereof, as aforesaid, and subject thereto, in trust for the said *W. B.* his heirs and assigns, and to attend and wait upon, and go along with the freehold and inheritance of the said messuages, lands, tenements, and hereditaments, and all and singular other the premises hereby released, or such part or parts thereof as shall be comprised therein, or affected thereby, in order to protect the same premises from all mesne incumbrances, if any such there be.

Lease and Release of Lands, in trust for Creditors. CREDITORS.

THIS INDENTURE of five parts made the — day of —, in the — year of the reign of our sovereign lord George &c. by the grace of God, of *Great Britain* &c. king, defender of the faith, and so forth, and in the year of our Lord —, between the right honourable *G. P.* earl of —, &c. and *A. M. D.* countess of —, wife of the said *G.* earl of —, of the first part; sir *G. P.* knight of the most noble order of the —, and late admiral of the —, in his majesty's fleet, and the right honourable sir *J. E. W.* one of his majesty's most honourable privy council, of the second part; *T. S.* of — in the city of —, esq. and the several other persons who have hereunto set their hands and seals, creditors of the said *G.* earl of —, of the third part; and *J. M.* of —, in the county of —, esq. and *J. E.* of —, in the county of —, esq. of the fourth part; and *L. A.* of the parish of —, in the liberty of —, and county of —, —, of the fifth part; Whereas by indentures of lease and release, the lease bearing date the day next before the day of the release, and the said release being of four parts, bearing date the — day of —, in the year of our Lord —, and made between the said *G.* earl of —, of the first part, and the said *A. M. D.* now countess of —, of the parish of —, in the said county of —, spinster of the second part; *T. W.* of the parish of —, within the liberty of —, in the said county of —, esq. and *B. J.* of —, in the said county of —, esq. of the third part; the said sir *G. P.* and the said *J. E. W.* by the description of sir *J. E. W.* knight, one of the justices of his majesty's court of king's bench, of the fourth part, after reciting a marriage then in-

Recitals.

CREDITORS. tended (and which was soon after solemnized) between the said *G. earl* of —, and the said *A. M. D.* now countess of —, and that the said *A. M. D.* was (among other things) seised of or entitled to one copyhold messuage or tenement, with the appurtenances, and divers pieces of land, to her and her heirs, according to the custom of the manor whereof the same are holden, situate in the parish of —, in the said county of —, therein and hereinafter more particularly described; and was also possessed of plate, pictures, houthold furniture, and other personal estate which were agreed to be settled, for the separate use, benefit and disposition of the said *A. M. D.* in manner therein and hereinafter mentioned. **AND** further reciting that the said *A. M. D.* now countess of —, in pursuance of the said agreement, had on or before the day of the date thereof, with the privity and consent of the said *G. earl* of —, (testified by his being made a party to, and the sealing and execution of these presents,) duly surrendered, or caused to be surrendered to the use of them the said *sir G. P.* and *sir J. E. W.* all that his customary and capital messuage, out-houses, gardens, orchard and land, containing — customary acres, and a summer house, and a little plot of ground over against the said messuage, between the road and the river —, and also all that customary acre of land thereto adjoining, on the east, and on the garden or orchard, late the land of *L. H.* with the appurtenances thereto belonging, and that they the said *sir G. P.* and *sir J. E. W.* had been admitted thereto, to hold to them and their heirs, according to the custom of the said manor. It is thereby witnessed that for the considerations thereinbefore mentioned, it was thereby agreed and declared by and between the said parties thereto and the said *sir G. P.* and *sir J. E. W.* by and with the consent, privity and approbation of the

said G. earl of —, and *A. M. D.* (testified as **CREDITORS**
 aforesaid) did thereby declare and agree, that they —
 the said sir *G. P.* and sir *J. E. W.* and the survivor
 of them, his heirs and assigns, should stand seised
 of the said copyhold messuages or tenements, and
 premises so surrendered, upon the trusts, and to
 and for the ends, intents, and purposes therein and
 hereinafter mentioned and expressed, and declared
 for and concerning the same. AND further re-
 citing, that by indenture of lease, bearing date the
 — day of —, and made between *J. F.* in the
 parish of —, in the said county of —, esq.
 of the one part, and lady *J. C.* of the other part,
 the said *J. F.* for the consideration therein men-
 tioned, did demise, lease, set, and to farm let unto
 the said lady *J. C.* all that piece or parcel of land,
 situate, lying and being in a certain shott, called
 — shott, in — field; in the said parish of —,
 &c. To hold the same to lady *J. C.* her execu-
 tors, administrators, and assigns, from the feast day
 of the blessed Virgin Mary, then last past, for and
 during, and unto the full end and term of —
 years, from thence next ensuing, and fully to be
 complete and ended, at the yearly rent of £—,
 during the said term, payable half-yearly as there-
 in is mentioned. AND reciting, that the said
A. M. D. as sole executrix and residuary legatee
 of the last will and testament of the said lady *J. C.*
 was become well entitled to the said piece or parcel
 of land, and other premises in and by the said re-
 cited indenture of lease, demised as aforesaid, for
 all the residue of the said term of — years, then
 to come and unexpired, it is thereby witnessed,
 that for the consideration therein and hereinbefore
 mentioned, the said *A. M. D.* with the like pri-
 vity and consent of the said G. earl of —, (tes-
 tified as aforesaid) did bargain, sell, assign, trans-
 fer, and set over unto the said sir *G. P.* and sir
J. E. W. their executors, administrators, and as-

CREDITORS. signs, the said piece or parcel of land, and all and singular other the premises in and by the said indenture of lease, demised as aforesaid, or mentioned or intended so to be, with their and every of their appurtenances, to hold the same unto the said sir *G. P.* and sir *J. E. W.* their executors, administrators, and assigns, from thenceforth, for and during all the residue of the said term of — years, then to come and unexpired, (subject to the rents and covenants in the said recited indenture of lease, reserved and contained) upon such trusts, nevertheless, and to and for such ends, intents, and purposes as are therein and hereinafter expressed and declared, of and concerning the same. **AND** it is thereby further witnessed, that for the considerations aforesaid, she the said *A. M. D.* with the like privity and consent of the said *G. earl* of —, testified as aforesaid, did bargain, sell, assign, transfer, and set over unto the said sir *G. P.* and sir *J. E. W.* their executors, administrators, and assigns, all the said pictures, plate, china, household goods, furniture, and other things in the schedule thereunto annexed, and mentioned, To have, hold, receive, perceive, take, and enjoy the same and every part thereof, and all the produce, benefit, and advantage thereof, unto the said sir *G. P.* and sir *J. E. W.* their executors, administrators, and assigns, upon such trusts, nevertheless, and to and for such ends, intents, and purposes as are therein and hereinafter mentioned, expressed, and declared, of and concerning the same. **AND** it was thereby agreed and declared, by and between the said parties thereto, that as well the said customary messuage or tenement, pieces and parcels of lands, situate at —, so therein and hereinbefore mentioned to have been respectively surrendered as aforesaid, and also the said piece or parcel of land so demised as aforesaid, and also the said plate, pictures and household goods, and furniture, so therein, and hereinbefore mentioned to be assigned, or trans-

transferred to them the said sir *G. P.* and sir *CREDITORS.*
J. E. W. their executors, administrators, and assigns, as aforesaid, were so respectively surrendered, assigned, and transferred, to them, upon the trusts, and to and for the intents and purposes, and subject to the provisos therein and hereinafter mentioned, expressed, and declared, for and concerning the same (that is to say) in trust for the said *A. M. D.* her heirs, executors, administrators, and assigns, according to the nature of the said several estates, until the said intended marriage should be had; and from and after the solemnization thereof, then as to the said capital messuage or tenement, pieces or parcels of land, and other the premises at —, with their appurtenances, upon trust, that they the said *G. P.* and sir *J. E. W.* and the survivor of them, his heirs, executors, administrators, and assigns, respectively should permit such person or persons to hold, possess, occupy, and enjoy the said premises, and and upon such terms and conditions as the said *A. M. D.* should think fit, and pay, apply, and dispose of the clear yearly rents, issues, and profits thereof, as the same should from time to time arise, and be received, unto such person or persons and for such uses and purposes, and in such parts and proportions, and in such manner and form as she the said *A. M. D.* should from time to time and at any time or times during her life, and notwithstanding her coverture, and whether she should be sole or married, by any writing or writings under her hand, direct or appoint to the intent that the same or any part thereof might not be at the disposal, or subject or liable to the debts or engagements of the said *G. earl of —*, &c. but only at her own sole and separate disposal, and in default of, and until such direction or appointment to the proper hands of her the said *A. M. D.* or otherwise, should permit and suffer her to receive and take the same to

CREDITORS. and for her own sole and separate use and benefit,
—— whose receipt under her hand should from time to time, notwithstanding her coverture, be a sufficient discharge to the person or persons who should so pay the same, or so much thereof, for which such receipt should be given. AND upon this further trust, that they the said sir *G. P.* and sir *J. E. W.* and the survivor of them, his heirs, executors, administrators, and assigns, respectively should surrender, assign, and dispose of the said customary messuage or tenements, pieces and parcels of lands at —, with their appurtenances, unto such person or persons, and for such uses and purposes, and in such parts and proportions, manner and form, with or without power of revocation, as she the said *A. M. D.* from time to time, notwithstanding her coverture, and whether she should be sole or unmarried, by any writing or writings under her hand and seal, attested by two or more credible witnesses, or by her last will and testament in writing, (or any writing purporting to be her last will and testament, and which she had thereby a power to make) to be by her signed, sealed, and published in the presence of three or more credible witnesses, or by any codicil thereto annexed, and executed in the presence of the like number of witnesses, should direct, limit, or appoint the same, and in default of such direction, limitation, gift, or appointment, and as to such part and parts of the same premises, whereof no such direction, limitation, or appointment should be made, in trust for the said *A. M. D.* her heirs, executors, administrators, and assigns, respectively, and as to the said jewels, plate, pictures, household goods, furniture, and other things last thereinbefore assigned, from and immediately after the solemnization of the said intended marriage, upon trust that they the said sir *G. P.* and sir *J. E. W.* and the survivor of them, his executors, administrators, or assigns, should permit and suffer the said *A. M. D.* from

time to time, and at any time or times thereafter, **CREDITORS.** notwithstanding her coverture, and whether she should be sole or unmarried, to have use, possess, and enjoy the same and every part thereof, to and for her own sole and separate use and benefit, and at her free will and pleasure, to alter and exchange the same or any part thereof, and to give away or dispose of the same, and every part thereof, as well such as should be so altered, taken in exchange, as all other goods and effects in such manner as she should think fit to direct or appoint, by any writing or writings, under her hand, it being the true intent and meaning of the said indenture of lease, and of all the parties thereto, that the said last mentioned goods and effects, or any part thereof, should not be under the controul of the said G. earl of —, or subject or liable to his debts or engagements, but only at the sole and separate disposal of her the said *A. M. D.* notwithstanding her coverture, as fully and effectually to all intents and purposes as if she was sole and unmarried, and in default of such gift or other disposition as is last therein and hereinbefore mentioned, and as to such part and parts of the said last mentioned premises, whereof no such gift or disposition should be made as aforesaid, in trust for her the said *A. M. D.* her heirs, executors, administrators, and assigns, as by the said recited indenture, reference being thereunto had, more fully may appear. AND whereas, the said copyhold messuage, or tenement, and pieces of land, (exclusive of plate, pictures, household goods, and furniture in the said annexed schedule contained,) were or might, at the time of making the said settlement of the value of £——, or thereabouts. AND whereas since the solemnization of the said marriage, the said G. earl of —, hath laid out and expended a large sum of money in altering, improving, and adding to, and ornament-

CREDITORS. ing the said copyhold messuage, and pieces of land, so assigned, surrendered, and settled as aforesaid, and hath also purchased divers, freehold, copyhold, and leasehold lands, and tenements, hereinafter mentioned, being contiguous and convenient to the said copyhold messuage and premises. AND whereas the said G. earl of —, is, and standeth indebted to his creditors in the several sums of money set opposite to their respective names in the schedule hereunto annexed, and in order and towards the discharging of the same, the said G. earl of —, and A. M. D. his wife, have agreed to and with the said T. S. and the several other creditors, parties hereto, to make, do, and execute, proper and other conveyances, surrenders, assignments, and appointments, as shall be necessary for the vesting of the said estates, in the said J. M. and J. E. in trust for the said creditors, and to the end and intent that the same may be sold and disposed of, towards payment and satisfaction of their several debts as hereinafter mentioned. And whereas the said creditors, parties hereto, have contracted and agreed to accept of the money to arise by sale of the premises before mentioned, as an absolute discharge, and in full payment of their said respective debts and demands; and that although the same should not extend fully to answer and satisfy their said debts and demands, and that the said G. earl of —, his heirs, executors, and administrators, shall not be liable to be sued, or otherwise molested in the enjoyment of his other real and personal estates, by reason or on account of such deficiency. AND it has also been agreed between the said parties that in case the money to arise by sale of the premises as aforesaid would be more than sufficient to pay the several debts and demands of the said several creditors, the overplus or residue of such purchase shall be vested, settled and assured for

the benefit of the said *A. M.* countess of —, and **CREDITORS.**
G. earl of —, in such manner as hereinafter is
 mentioned. Now this indenture witnesseth, that
 in pursuance of the said proposal and agreement,
 and for making a speedy provision for the pay-
 ment of the debts of the said *G.* earl of —, as
 aforesaid, and for and in consideration of the sum
 of —, of lawful money of *Great Britain*, to the
 said *G.* earl of —, in hand, paid by the said
J. M. and *J. E.* at or before the sealing and de-
 livering of these presents, the receipt whereof is
 hereby acknowledged, he the said *G.* earl of
 —, hath granted, bargained, sold, aliened,
 released and confirmed, and by these presents doth
 grant, bargain, sell, alien, release and confirm,
 unto the said *J. M.* and *J. E.* (in their actual
 possession now being by virtue of a bargain and
 sale to them thereof made by the said *G.* earl of
 —, in consideration of — lawful money of
Great Britain, by indenture bearing date the day
 next before the day of the date of these presents,
 for one whole year, commencing from the day
 next before the day of the date of the same inden-
 ture of bargain and sale, and by force of the
 statute made for transferring uses into possession),
 and to their heirs, all that the lordship and manor
 called —, in —, in the said county of —,
 heretofore adjoining unto the —, called the
 —, in the parish of —, without the bars of
 —, in — (since disposed) belonging or ap-
 pertaining, being heretofore parcel of the pos-
 session thereof. And also all those messuages,
 lands and hereditaments thereto belonging, called
 —, and now and for many years last past called
 —, or by whatsoever other name or names the
 same are or have been called, or known, situate
 in or near —, in the said county of —, with
 all the rights, members, liberties and appurte-
 nances thereunto belonging, or therewith held or

It is witnessed
 that for the
 consideration
 therein ex-
 pressed.

CREDITORS. employed, which said last mentioned premises are now, or lately were, held by lease thereof, made to *P. E.* esq. since deceased, and also all and singular the messuages, mills, tofts, coppices, houses, buildings, barns, stables, dove-houses, orchards, gardens, lands, tenements, feeding places, pastures, commons, heaths, bushes, marshes, woods, underwoods and trees, and the ground and soil thereof, fishponds, fishings, rents, revenues and services, and rents reserved upon all manner of demises and grants, courts, courts leet, view of frankpledge, chattels, waifs and estrays, free warrants, goods and chattels of felons, fugitive persons, and felons of themselves, and persons driven to exigent, deodands, treasure, trover, services, marriages, escheats, reliefs, heriots, amerciaments, and all other rights, liberties, privileges, franchises, jurisdictions, profits, commodities, emoluments, revenues and hereditaments

General words of the manor. whatsoever, to the said lordship, messuage, lands, hereditaments and premises hereby released, or intended so to be, or any of them, belonging or in any wise appertaining, or with them or any of them, held, used and occupied, or enjoyed or accepted, reputed, deemed, taken, or known, as part or parcel, or member thereof, or of any of them (except a certain parcel of land, part of the said premises, lying on the north side of the great street or road in ———— aforesaid, from ———— to ————, in the said county of ————, containing by estimation ———— acres, or thereabouts, more or less, with the appurtenances, being part of, or adjoining to a piece of land called the ————, belonging to the said *G.* earl of ————, as the same is now, or late was in the tenure or occupation of *J. C. D.* esq. his under-tenants or assigns) which said lordship and manor, messuages, lands, tenements, hereditaments and premises hereinbefore specified and described were lately pur-

The premises.

chased by the said G. earl of —, to him and to CREDITORS. his heirs, in fee simple, of and from the mayor — and commonalty, and citizens of the city of —, and late were part of the possessions of and belonging to the hospitals of — and —, under and by virtue of a certain act of parliament for that purpose obtained and passed in the year —, entitled an act for enabling and empowering the mayor and commonalty, and citizens of the city of —, and their successors, to sell and convey to the right honourable G. earl of —, the lordship and manor of —, with the messuage, lands and hereditaments thereto belonging, and for applying the purchase-money to the purposes therein mentioned. And also all that freehold messuage or tenement, with the barns, stables, outhouses, and buildings thereunto belonging, or in any wise appertaining, situate in the said parish of —, in the said county of —, now in the tenure or occupation of —, and also so much and such part and parts of all those pieces or parcels of land, situate and being in the said parish of — hereinafter mentioned, as are freehold (that is to say) all that piece or parcel of land in a certain shott called —, in —, containing by estimation — acres, and —, containing by estimation — acres, and all that piece or parcel of land called the — containing — acres, &c. and all other freehold messuages, curtilages, lands, tenements and hereditaments whatsoever, late of the said J. L. M. and now of the said G. earl of —, situate, lying and being within the hamlets, parishes and fields of — and — aforesaid, or either of them, in the said county of —, which were lately purchased by the said G. earl of —, of the said J. L. M. together with all and singular edifices, buildings, ways, paths, passages, waters, water-courses, commons, common of pasture,

Recital of the
said lands.

CREDITORS. wastes, feedings, hedges, ditches, fences, timber and other trees, woods and underwoods, profits, commodities, advantages, emoluments, rights, liberties, privileges, hereditaments and appurtenances whatsoever, to the said messuage, lands, tenements and premises hereinbefore mentioned and described, belonging or in any wise appertaining or with them, or any of them, held, used, occupied, possessed, or enjoyed or accepted, reputed, deemed, taken, or known, as part, parcel, or member thereof, or of any of them, in any wise howsoever, as the said premises now respectively are in the possession, tenure, or occupation of the said G. earl of —, his under tenants or assigns, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, inheritance, use, trust, property, possession, benefit, claim and demand whatsoever, as well legal as equitable, of the said G. earl of —, of, in, and to or out of the same, and every part and parcel thereof, To HAVE AND TO HOLD the said lordship and manor, messuages, lands, tenements, hereditaments and premises hereinbefore mentioned, or intended to be hereby granted and released, with their and every of their rights, royalties, members and appurtenances, to the said J. M. and J. E. and their heirs, to the use of them the said J. M. J. E. and their heirs, but nevertheless upon the trusts and for the intents and purposes hereinafter mentioned, declared and expressed, of and concerning the same. AND this indenture further witnesseth, that for the considerations aforesaid, he the said G. earl of —, for himself and his heirs, doth hereby covenant and agree, to and with the said J. M. and J. E. and their heirs, that he the said G. earl of —, or his heirs, shall and will, at the next court baron to be respectively holden for the several manors of —, —, and —, in the

Habendum to said trustees upon trusts, and for purposes herein-after mentioned.

And this indenture further witnesseth.

said county of —, or sooner, if it may be, or CREDITORS.
 at some other court to be holden in and for the ————
 said respective manors, surrender all and singular
 customary or copyhold lands, tenements, heredi- Covenant to
 taments and premises whatsoever of him the said surrender copy
 G. earl of —, situate, lying and being within, holds.
 or parcel of the said several manors, or any of
 them, and all his estate or interest therein, to the
 use and behoof of the said J. M. and J. E. and
 their heirs, according to the custom of the said
 respective manors of which the same are held in
 trust nevertheless, and for the ends, intents and
 purposes hereinafter declared and expressed, of
 and concerning the same, or to the use and be-
 behoof of such other person or persons as shall be-
 come purchaser or purchasers of the same, or of
 any part thereof, his, her, or their heirs or assigns,
 and as the said J. M. and J. E. their heirs
 or assigns shall appoint, pursuant to the said
 trust hereinafter mentioned: And this indenture
 further witnesseth, that, for the purposes afore-
 said, and for and in consideration of the sum of
 —, of like lawful money, to the said G. earl of
 —, in hand paid by the said J. M. and J. E.
 at or before the execution of these presents, the
 receipt whereof is hereby acknowledged, he the
 said G. earl of —, hath bargained, sold, assigned,
 and set over, and by these presents doth bargain,
 sell, assign, and set over, unto the said J. M. and
 J. E. their executors, administrators, and assigns,
 all those several pieces or parcels of land, lying
 and dispersed by, in, and over the several common
 fields of — and —, in the said county of
 —, containing by estimation — acres, or there-
 abouts, be the same more or less, which, by in-
 denture of lease, bearing date the — day of —,
 which was in the year of our Lord —, were
 demised by the rev. F. D. D. to the said G. earl
 of —, his executors, administrators, and assigns,

CREDITORS. for the term of — years, from thence next
 ——— ensuing; and all the estate, right, title, interest,
 term of years, trust, property, possession, benefit,
 claim, and demand whatsoever, as well legal as
 equitable, of him the said G. earl of —, of, in,
 and to the same, or any part or parcel thereof,
Habendum To have and to hold the said pieces or parcels of
 land, and all and every the premises hereinbefore
 mentioned, to be hereby bargained, sold, and
 assigned, or intended so to be, with their appur-
 tenances, unto the said J. M. and J. E. their
 heirs, executors, and administrators, from hence-
 forth for and during all the rest, residue, and
 remainder of the said term of — years yet to
 come, and unexpired, subject to the rent and
 covenants in the said indenture of lease thereof
 contained; in trust, nevertheless, and for the uses,
 intents, and purposes hereinafter mentioned and
 declared, of and concerning the same: **AND** this
 indenture further witnesseth, that for the con-
 siderations, intents, and purposes before men-
 tioned, and for and in consideration of the sum of
 —, of lawful money of *Great Britain*, to her
 the said A. M. countess of — in hand paid, by
 the said J. M. and J. E. at or before the sealing
 and delivery of these presents, the receipt whereof
 is hereby acknowledged, she the said A. M.
 countess of —, by virtue, and in pursuance
 and execution of the said power and authority to
 her given and reserved, in and by the said recited
 settlement; and of all and every other power or
 powers, authority or authorities, to her in that
 behalf given or reserved, or any wise enabling
 her thereunto, and at the special instance and
 request of the said G. earl of —, testified by his
 signing and sealing these presents, hath directed,
 limited, and appointed, and by this deed in writ-
 ing, under the hand and seal of the said A. M.
 countess of —, executed by her in the pre-

upon trusts
after mention-
ed.

Further wit-
nesseth.

Appointment
in pursuance of
power.

fence of the two persons, whose names are intended **CREDITORS**
 to be hereupon indorsed, as witnesses attesting
 the same, and by and with the privity of the said
 sir *G. P.* and sir *J. E. W.* testified by their being
 parties to, and sealing and delivering of these pre-
 sents, doth direct, limit, and appoint the said
 copyhold messuage or tenement, pieces and par-
 cels of land, hereditaments, and premises, at —
 aforesaid, which, in and by the before recited
 settlement, were settled and assured upon the
 trusts, and for the separate use and disposition of
 the said *A. M.* countess of — as aforesaid, with
 their and every of their appurtenances, and the
 rents, issues, and profits thereof, and every part
 and parcel thereof, and all the estate, right, title,
 interest, use, trust, property, benefit, claim, and
 demand, of her the said *A. M.* countess of —,
 of, in, and to the same premises, and every part
 and parcel thereof, unto and to the use of the said
J. M. and *J. E.* their heirs and assigns, upon the
 trusts, and for the purposes hereinafter mentioned :
 AND the said *A. M.* countess of —, in pur-
 suance and in further execution of the power and
 authority so given, and reserved to and vested in
 her as aforesaid, and at the request, and for the
 purposes aforesaid, hath directed, limited, and
 appointed, and by this deed or writing executed
 and attested as aforesaid, doth direct, limit, and
 appoint, give and dispose of all and every the
 leasehold piece or parcel of land, and other the
 premises, at — aforesaid, which, in and by the
 indenture of lease, bearing date the — day of
 —, hereinbefore mentioned and referred to,
 were demised for the term of — years as aforesaid,
 with their appurtenances, and also all the
 pictures, goods, and furniture, which are par-
 ticularly mentioned in the schedule hereunto
 annexed, unto, and to the use of the said *J. M.*
 and *J. E.* their executors, administrators, and

CREDITORS. assigns, in trust, nevertheless, for the ends, intents, and purposes hereinafter mentioned and declared, of and concerning the same; and the said *A. M.* countess of —, in further pursuance of the power aforesaid, testified also as aforesaid, doth hereby direct and appoint the said sir *G. P.* and sir *J. E. W.* their executors and administrators, to convey, surrender, and assign the said copyhold and leasehold messuage, lands, hereditaments, and premises, and the pictures, goods, and furniture, so respectively appointed as aforesaid, unto him the said *J. M.* and *J. E.* their heirs, executors, and administrators, or to such other person or persons as shall become the purchasers thereof, or of any part thereof, his, her, or their heirs, executors, administrators, and assigns, or as to them shall seem proper and expedient: AND the said sir *G. P.* and sir *J. E. W.* at the special instance and request of the said *G.* earl of —, and *A. M.* countess of —, his wife, testified as aforesaid, do, and each of them doth, so far as they can and lawfully may, consent and declare, to and with the said *J. M.* and *J. E.* their executors, administrators, and assigns, that so soon as the said copyhold and leasehold premises, and the pictures, goods, and furniture, so respectively appointed as aforesaid, shall be sold and disposed of, or agreed to be sold and disposed of as aforesaid, for a good and valuable consideration in money, to be applied for the purposes hereinbefore mentioned, and the title thereof shall be approved of, and agreed to be accepted by such purchaser or purchasers thereof, in such case they the said sir *G. P.* and sir *J. E. W.* their respective heirs, executors, and administrators, shall and will, at the instance and request, and at the costs and charges of the said *G.* earl of —, and *A. M.* countess of —, his wife, or the survivor of them, (if living, but, if dead, at the request of the said

Special declarations and covenants relative to the sale of the premises.

J. M. and *J. E.* or the survivor of them, his CREDITORS.
 heirs, executors, administrators, and assigns,) sur-
 render and transfer the said copyhold and lease-
 hold messuage, lands, hereditaments, and pre-
 mises, and the said pictures, goods, and furniture,
 which in and by the said recited settlement
 were surrendered and assigned to them respec-
 tively, or so much, and such part thereof, as shall
 then remain vested in them, and all the estate,
 term of years, right, and interest of them, the
 said *sir G. P.* and *sir J. E. W.* or either of them,
 in and to the same, unto such purchaser or pur-
 chasers, and his, her, or their heirs, executors,
 or administrators, or unto such other person or
 persons as the said *G. earl* of —, and *A. M.* countess
 of —, or the survivor of them, if living; but if
 dead, as the said *J. M.* and *J. E.* or the survivor
 of them, his heirs, executors, or administrators,
 shall in that behalf direct and appoint, discharged
 of the trusts of the settlement hereinbefore recited.
 And it is hereby declared and covenanted, con-
 cluded and agreed upon, by and between all the
 parties to these presents, to be the true intent and
 meaning of these presents, and of the said parties,
 that as well the said grant and release, as the
 covenant to surrender, and the said bargain, sale,
 assignment, appointment, and agreement, herein-
 before made and entered into, as aforesaid, were
 and are so made and entered into, upon trust, that
 they the said *J. M.* and *J. E.* their heirs, execu-
 tors and administrators, shall and do sell, convey,
 and surrender, assign, transfer, and dispose of the
 said several freehold, copyhold, and leasehold
 premises, pictures, household goods, and furniture,
 so conveyed, surrendered, and assigned, as afore-
 said, or covenanted or agreed so to be, to the
 respective purchaser and purchasers thereof, and
 pay, apply, and dispose of the monies arising from
 the sale thereof, in such manner as hereinafter is

CREDITORS. mentioned, expressed, and declared. AND whereas
—— it is not intended or expected, by any of the parties to these presents, that the said *J. M.* and *J. E.* their heirs, executors, and administrators, should be obliged to attend to the actual sale and disposition of the said several freehold, copyhold, and leasehold premises, pictures, household goods, and furniture, or be at any trouble, or at all concerned in making the necessary preparation for the same, but should only be concerned and interested in executing the proper conveyances thereof, when the same, or any part or parts thereof, shall be sold and disposed of, or contracted so to be, by the person, and in the manner hereinafter fixed and agreed upon, or in recovering the said several premises, upon the contingency hereinafter particularly mentioned and provided for; and the said *A. D.* hath been approved of by the said *E.* earl of ——, and the several creditors parties hereto, as a proper person for the purposes hereinafter mentioned; it is therefore hereby further declared, covenanted, concluded, and agreed upon, by and between all the parties to these presents, that the said *A. L.* shall be directed, authorised, and empowered, and the said *A. L.* accordingly hereby is directed, authorised, and empowered, by all the parties to these presents, who are interested therein, with all convenient speed after the — day of —— now next ensuing, to make sale and dispose of, by public auction, all and every the aforesaid pictures, household goods, and furniture, and receive the purchase-money for the same, and to pay the monies arising thereby when and so soon as the same can be collected and got, into the bank of *England*, to the account of the said *J. M.* and *J. E.* to be by them applied unto the said several persons, in the manner hereinafter mentioned, expressed, and declared, and the said *A. L.* is hereby further

directed, authorised, and empowered, by all the CREDITORS. parties to these presents who are interested therein, with all convenient speed after the said — day of — now next ensuing, to put up to sale, at public auction, all and every the said freehold, copyhold, and leasehold premises, in such lots or divisions as shall be by him adjudged most proper and beneficial, under and subject, nevertheless, to the proviso hereinafter mentioned, respecting the present crops of corn, hops, and hay, and hop-poles, now standing and being thereon, and to take upon himself the conduct and management thereof, and to attend the sale, and then and there to sign and execute the proper contracts for conveying so many, and such lots or divisions of the said several freehold, copyhold, and leasehold premises, as shall be then sold and disposed of by the said J. M. and J. E. and all the proper parties unto the several persons who shall then be declared to be the best bidders for, and purchasers of the same, and their respective heirs, executors, or administrators, upon paying of their respective purchase monies into the bank of *England*, in the names, and to the account of the said J. M. and J. E. or of so much and such parts thereof as shall not be required to pay off and discharge any prior incumbrance or incumbrances affecting their respective purchases, and also then and there to tender unto, and cause and procure to be signed and executed, by the several purchasers of any part or parts of the said freehold, copyhold, and leasehold premises, proper and sufficient contracts for the punctual payment of the several sums to be mentioned and specified in such contracts, into the said bank of *England*, in the names, and to the accounts of the said J. M. and J. E. or so much and such parts thereof as shall not be required to pay off and discharge any subsisting incumbrance or incumbrances affecting the premises, comprised

CREDITORS. in any such contract or contracts, at a day and time likewise to be mentioned, fixed, and agreed upon, in the said several contracts, upon having a good title made, and proper conveyances executed to them, of the estates then purchased, or agreed to be purchased by them, all which last mentioned contracts and agreements, the said *A. L.* is hereby immediately afterwards to produce and deliver up unto the said *J. M.* and *J. E.* who are to cause and procure the same to be carried into complete execution, and to make, do, and execute, or cause to be made, done, and executed, every act, deed, matter, and thing, necessary for that purpose; and in case any part or parts of the said several freehold, copyhold, and leasehold premises, cannot be sold or disposed at the aforesaid public auction, or if any part thereof shall be bought in by the direction of the said *A. L.* which he is hereby authorised so to do at his discretion, then, and in that case, the said *A. L.* is further directed, authorised, and impowered, with all convenient speed, to make sale and dispose of all and every such part or parts, by private contract, (subject as aforesaid,) either together or in parts, for the most money, and best price or prices that can be had, or reasonably obtained for the same, and to enter into and execute, or cause and procure to be entered into and executed, such contracts and agreements with and by the person or persons who shall agree to purchase the same, as the said *A. L.* is hereinbefore authorised and directed to enter into, and cause to be executed upon the sale or disposition of any part of the said premises, at the said public auction, and in the like manner to produce and deliver up the said last mentioned contracts or agreements unto the said *J. M.* and *J. E.* who are to cause and procure the same to be duly carried into execution. And the said *A. L.* is also hereby further im-

powered on or before the — day of —, next **CREDITORS.**
 ensuing, to take possession of the said freehold,
 copyhold, and leasehold premises, under and sub-
 ject to the said proviso hereinafter mentioned and
 contained; and also of the said pictures, household
 goods, and furniture, and to agree with, and place
 such person or persons as he shall think proper, in
 the said capital mansion-house, to look after the
 same, and the furnitures, gardens, and the lands
 thereto belonging, to show the same for so long
 time as the same shall remain unfold, and to re-
 ceive from all and every the tenant or tenants of
 the said several freehold and leasehold estates, all
 and every the rents, issues, and profits thereof.
 And the said *A. L.* for himself, his heirs, execu-
 tors, and administrators, doth hereby covenant, Covenant duly
to apply and
account.
 promise, and agree, to and with the said *J. M.* and
J. E. and their heirs, that he the said *A. L.*
 shall and will well and truly pay into the bank of
England, in the names, and to the account of the
 said *J. M.* and *J. E.* all and every the sum and
 sums of money which he shall receive by and
 from the sale of the said pictures, household-goods,
 and furniture, as and when the same shall be paid
 unto him the said *A. L.* and that he the said
A. L. his executors or administrators, shall and
 will deliver unto the said *J. M.* and *J. E.* a just,
 full, true, and perfect account thereof, within —
 days after the same shall be sold and disposed of,
 which account, signed and allowed, in writing,
 by the said *J. M.* and *J. E.* shall be final and
 conclusive upon all the parties hereunto. **AND**
 also that he the said *A. L.* his executors and ad-
 ministrators, shall and will duly account with the
 said *J. M.* and *J. E.* or the survivor of them, or
 the heirs of such survivor, upon demand, for all
 the rents and profits of the said several freehold,
 copyhold, and leasehold premises, which shall be
 received by him the said *A. L.* under and by

CREDITORS. virtue of this present indenture, in which account the said *J. M.* and *J. E.* shall allow the said *A. L.* his executors or administrators, after the rate of 5 per cent. upon all the monies received by him the said *A. L.* for such rents, issues, and profits, and pay the clear balance of such account into the bank of *England*, to the joint account of the said *J. M.* and *J. E.* and it is hereby further covenanted, declared, concluded, and agreed upon, by and between all the parties to these presents, and it is the true intent and meaning of these presents, and of the said parties, that the said *A. L.* or such other persons as shall or may be authorised and impowered to act in the execution of the several trusts hereinbefore reposed in the said *A. L.* by virtue of the proviso, covenant, and agreements, hereinafter contained, shall be paid and allowed the sum of — per cent. upon all the monies that shall be raised by the sale of the said several freehold, copyhold, and leasehold estates, and also the sum of —, per cent. upon all the monies that shall be raised by sale of the said pictures, household goods, and furniture, as a full compensation and satisfaction for his care, time, and trouble, and all his expences attending the execution of the several trusts hereby reposed in him, and committed to his care; and the said *A. L.* doth hereby agree to a receipt of such allowance accordingly, as a full satisfaction thereof: Provided always, and it is hereby declared and agreed, by and between all the parties to these presents, that the receipt and receipts of the cashiers of the bank of *England*, for the time being, for all such sums of money as shall be expressed in such receipts to be paid in to the bank on the account of the said *J. M.* and *J. E.* shall be a sufficient discharge to any purchaser or purchasers of any part or parts of the said several freehold, copyhold, and leasehold estates, for so much of his,

An allowance
of a poundage
for trouble.

her, or their respective purchase-monies, as shall **CREDITORS.**
 be therein acknowledged, or expressed to be re-
 ceived, and such purchaser or purchasers, his, her,
 or their heirs, executors, or administrators, shall
 not afterwards be answerable or accountable for
 any loss, mis-application, or non-application, of
 such purchase-money, or any part thereof; and it
 is hereby further covenanted, declared, and agreed
 upon, by and between all the parties to these
 presents, that on the — day of —, now next
 ensuing, at the hour of — in the forenoon, at the
 —, in —, in the county of —, this present
 indenture, and the schedule hereunto annexed,
 containing an account or list of the several debts
 claimed and demanded from the said G. earl of
 —, shall be produced and shown unto the said
 G. earl of — or his agent or agents, by him
 authorised in writing, to appear for him on
 his behalf, and to the several creditors who shall
 have executed and become parties to these pre-
 sents, or to so many of them as shall think
 proper to attend at such meeting, that they
 may respectively inspect the said schedule; and
 if at such meeting any debt or demand con-
 tained in the said schedule, shall be objected
 to, either in the whole or in part, by any one
 or more of the creditors of the said G. earl of
 —, then present, or by the said G. earl of —,
 or his agent or agents then and there attending for
 him, and on his behalf, and duly authorised
 as aforesaid, the party or parties making such
 objection shall forthwith deliver in writing, unto
 M.H. of —, gent. who shall attend there
 for that purpose, a memorandum or note of the
 debt objected to, and also the name of any person
 he or they shall think proper to appoint as an ar-
 bitrator, to whom the propriety or justice of the
 said claim or demand, or of any part thereof so
 objected to, may be referred, and the party or

Disputes re-
 specting the
 validity of
 debts, to be
 referred to ar-
 bitration.

CREDITORS. parties whose debt, claim or demand so objected to, if then present, shall forthwith, or within the space of four days thence next ensuing, (if absent within seven days after he shall have received notice in writing from the said *M. H.* that his, her, or their debt or debts, or any part or parts thereof, hath or have been objected to) deliver in writing unto the said *M. H.* the name of some other person or arbitrator, on his, her, or their part or parts, for the purpose aforesaid, and the person or persons so chosen shall choose another arbitrator or umpire within four days after they shall be both chosen, and whatever awards or determinations such person to be chosen as aforesaid, or any two of them, shall make respecting the matter or matters referred to them, and set down in writing under their hands and seals within the space of — days after they all shall be elected as aforesaid, shall be final, binding and conclusive upon all parties making such reference, and the parties whose said debts or demands shall be objected to, shall be entitled to have, demand or receive, from the said *J. M.* and *J. E.* as hereinafter is mentioned, only such part or parts of such disputed debt or demands as they the said arbitrators, or any two of them, shall adjudge and award to be due and owing by the said *G.* earl of —. And it is hereby also covenanted, concluded and agreed upon, by and between all the parties to these presents, that if any creditor or creditors of the said *G.* earl of —, whose debt or demands shall be objected to at the time and place aforesaid, and being present when such objection is made, shall refuse or neglect, for the space of — days, to be computed from the said — day of —, on which the said meeting is to be held, or if absent, shall refuse or neglect, for the space of — days after he, she, or they shall have received notice of such objection, to

his, her, or their claims on demand, to appoint **CREDITORS.**
 an arbitrator, to whom the propriety or justice
 of such demands may be referred, according to
 the true intent and meaning of the proviso here-
 inbefore for that purpose contained, such creditor
 or creditors so refusing or neglecting, shall, from
 thenceforth, be wholly excluded from all benefit
 and advantage whatsoever that he might other-
 wise have had and claimed, under and by virtue
 of this present indenture. AND it is hereby fur-
 ther declared and agreed, that after the said —
 day of —, no objection whatsoever (other than
 and except a refusal to comply with the terms of
 the proviso next hereinafter contained, shall be
 admitted or allowed to be made, either by the
 said G. earl of —, or any of his agents, or by
 any of his creditors, to any of the debts contained
 in the schedule hereunto annexed, but the same,
 and each and every of the same, shall from thence-
 forth be adjudged, deemed, and taken to be
 fair and just debts and demands, and shall ac-
 cordingly be satisfied, either wholly or in part,
 by and out of the monies to arise by sale of the
 said trust estates, according as the sums shall ex-
 tend, to answer and satisfy the same. PROVIDED
 always, and it is hereby further covenanted, de-
 clared and agreed, by and between all the parties
 to these presents, that none of the creditors of
 the said G. earl of —, being a party or parties
 to these presents, other than and except any mort-
 gagee or mortgagees of any part or parts of the said
 freehold, copyhold, and leasehold estates, and
 those whose demands are referred to arbitration,
 shall be entitled to have or receive any dividend
 or share in the distribution hereby covenanted and
 agreed to be made of the said trust-estates, or of
 the money arising thereby, without making proof
 by oath or affidavit in writing, (before a master in
 chancery, ordinary or extraordinary, or by solemn

Creditors to
 make oath of
 their debts.

CREDITORS. affirmation, if any of such creditors shall be of the people called Quakers,) of the debt due to him, her, or them, respectively, from the said G. earl of —, and how and by what means the same became due, and what securities he, she, or they had, or hath for the same, and that the same is justly due and owing, and no part thereof satisfied, and producing such affidavit or solemn affirmation unto, and leaving the same with, or causing such affidavit or solemn affirmation to be produced unto and left with the said J. M. and J. E. or one of them, on or before the day hereinafter appointed to receive the first dividend or share in the distribution of the money to arise by sale of the said trust-estates. AND whereas severa of the said creditors of the said G. earl of —, reside in several distant parts of this kingdom, and it would be attended with great trouble, expence and delay to send this present indenture to such creditors for their inspection and perusal, therefore, in order to accommodate such creditors as far as possible, it is hereby further declared and agreed, by and between all the said parties to these presents, that it shall and may be lawful, to and for all and every such creditor and creditors, by letter of attorney, to authorise and empower any agent or agents in —, in his, her, and their behalf, to peruse and inspect this present indenture, at the office of Messrs. P. and H. in —, and if approved of in the name of such creditor or creditors, to sign and execute the same, and afterwards to receive such and the same dividend or share in the distribution of the money to arise by sale of the said trust-estates, as such creditor or creditors would have been entitled to, under and by virtue of this present indenture, as if such creditor or creditors had been actually present to execute the same. And it is hereby covenanted, declared, and agreed upon, by and

Power to execute the deed by attorney.

between all the parties to these presents, to be the true intent and meaning of these presents, and of the said parties, that the said *J. M.* and *J. E.* and the survivor of them, and the executors and administrators of such survivor, shall stand and be possessed of and interested in, all and every the sum or sums of money that shall be paid into the — of — in their names, and to their accounts as aforesaid, under and by virtue of this present indenture, or any matter, matters, or thing herein contained, upon the several trusts hereinafter expressed and declared, of and concerning the same (that is to say) in the first place to retain and deduct thereout, and reimburse themselves all such reasonable costs, charges, and expences, as they respectively shall or may sustain, or be put unto, in, or about the execution of the said trusts hereby in them reposed, and upon this further trust to pay and satisfy thereout, unto the said *A. L.* his executors, administrators, or any other person that shall be nominated or appointed in his room or stead, by virtue of the proviso hereinafter for that purpose contained, the said several and respective sums per centum upon all the monies that shall be raised by sale of the said several freehold, copyhold, and leasehold estates, pictures, household furniture and goods, and also to pay and satisfy unto the said Messrs. *P.* and *H.* their reasonable bills of fees and disbursements, on account of preparing, drawing and ingrossing of these presents, and establishing the same in a court of equity, in case it shall be deemed proper to be done by the said *J. M.* and *J. E.* and all other their reasonable bills and demands, for and in respect of their trouble and attendance, as well on the execution of these presents, as for or by reason, or in consequence of any other act, matter or thing to be done, performed or executed by them, or either

CREDITORS.
Application of
the monies re-
ceived by the
trustees.

CREDITORS. of them, under or by virtue of this present indenture, together with their reasonable fees and disbursements for business done for the said earl of —, relating to the debts which he now owes prior to the preparing this indenture, and upon this further trust and confidence, that on the said day of — next, or sooner, if the said trustees shall think fit, if the said trust-monies then paid into the — of —, to the account of the said J. M. and J. E. in consequence of this present indenture shall amount to £—, exclusive of what shall be requisite and necessary to answer the several payments in the first place directed to be made as aforesaid, or otherwise as soon afterwards as the said sum of — (exclusive as aforesaid) shall be paid into the bank on the account of the said J. M. and J. E. as aforesaid, public notice in this last mentioned case being to be given in the *London Gazette* for — days, they the said J. M. and J. E. or the survivor of them, or the executors or administrators of such survivor, shall pay, apply, and dispose of the said sum of — unto and among all the creditors of the said G. earl of —, who shall have made due proof of their respective debts in manner hereinbefore required, and shall produce and deliver such proofs, and leave the same, or cause and procure such proof to be produced unto and left with the said J. M. and J. E. as hereinbefore is required, and whose demand shall not have been objected to on the said — day of —, now next in proportion, and according to each creditor's respective demand, regard being only had to the quantity thereof, reserving the dividends belonging to such disputed demands, or so much thereof, as shall be awarded and adjudged to be due thereon. And if the whole, or any part of such disputed demands shall appear and be awarded, and not to be due and owing to the person or persons making

or claiming the same, then the dividend so reserved by the said *J. M.* and *J. E.* in respect of such disputed demands, or a proportionable part thereof, shall sink into, and be taken and considered as part of the general fund hereby provided for the payment of the debts of the said *G. earl of —*, and be divided, paid, applied and disposed of accordingly, and upon this further trust, that they the said *J. M.* and *J. E.* or the survivor of them, or the executors or administrators of such survivor, shall and do, within the space of — days after all and every part of the said several freehold, copyhold, and leasehold premises, pictures, household goods and furniture shall have been sold and disposed of, and the monies arising thereby, or so much thereof as shall not have been applied in the discharge of any subsisting incumbrances affecting the said freehold and copyhold estates, shall have been paid into the bank of *England*, to the accounts of them the said *J. M.* and *J. E.* as aforesaid, public notice thereof being previously given in the *London Gazette* for the space of three weeks, make a final dividend or distribution of all the said trust monies so received by, or paid unto the account of the said *J. M.* and *J. E.* then remaining undivided and undisposed of, in manner hereinafter particularly mentioned, expressed, and declared, (that is to say), in case the trust monies then to be divided shall appear more than sufficient to answer and satisfy all the residue of the said several claims and demands of the creditors of the said *G. earl of —*, parties hereto, who shall have fully complied with and submitted unto the several terms and conditions, covenants, declarations and agreements hereinbefore expressed and contained, on the part and behalf of the several creditors, to be complied with and submitted unto, who shall then appear to be en- CREDITORS.

CREDITORS. titled to any share of such final dividend, then to ——— pay, apply, and dispose of so much of the said trust-monies then remaining undivided and undisposed of, as shall be sufficient to answer and satisfy the said then subsisting demands of such creditors, or otherwise the whole and every part of the said trust monies then remaining undivided and undisposed of, unto and among all and every the creditors of the said G. earl of ———, who shall have made such proof of their respective demands, and left the same with the said J. M. and J. E. as hereinafter is directed, and whose demands upon the said G. earl of ——— shall not have been objected to, or shall have been either wholly or in part established and confirmed by the awards of the arbitrators to whom such objections shall have been referred, in proportion and according to each of the said creditor's respective demands, regard being only had to the quantity of the said demands; and in case there shall be any residue or surplus of the said trust-monies, after full payment and satisfaction of each of the said creditor's several and respective debts, or so much thereof as shall have been proved, and, if necessary, confirmed and established as hereinbefore is required and directed, and such residue and surplus shall amount to the sum of ——— or upwards, then upon this further trust and especial condition, that they the said J. M. and J. E. and the survivor of them, or the heirs, executors, or administrators of such survivor, shall lay out and invest the sum of ——— part thereof in the purchase of 3 per cent. consolidated bank annuities, in the names of the said J. M. and J. E. their executors or administrators, and shall stand and be possessed thereof, and interested therein, upon such and the same trusts, for the sole and separate use of the said A. M. countess of ———, and to be subject to her disposal, by writing and

by will, in such and the like manner as in the said **CREDITORS.** recited indenture of settlement is mentioned and declared respecting the premises hereby by her appointed to the said *J. M.* and *J. E.* upon the trusts aforesaid. And as to the surplus of the said sum of —, if any such there be, upon trust, to pay the same to the said *G. earl of —*, his executors, administrators, or assigns. But in case the residue or surplus of the said trust monies shall not amount to the said sum of —, then upon trust to pay such surplus unto the said *A. M.* countess of —, to and for her own use and benefit. AND it is hereby further covenanted, concluded and agreed upon, by and between all the parties to these presents, in case the several creditors, parties hereunto, shall not receive the whole of their just debts so allowed or adjusted as aforesaid, out of the trust-monies then and at the time and place appointed for such final dividend and distribution of the trust-monies, the said *J. M.* and *J. E.* their executors or administrators, or some person or persons by them appointed for that purpose, shall produce an account of their respective receipts and disbursements, and also their vouchers, for the inspection of any of the creditors of the said *G. earl of —* who may choose to inspect the same; and that if no objection shall then be made by any of the said creditors, the said account shall be final and conclusive upon and against all the creditors of the said *G. earl of —*, or in case of objection the said account shall be final and conclusive as aforesaid (except as to the articles objected to); and in case any objection shall then and there be made to the said account by any of the said creditors, such objection or objections shall be made in writing, signed by the creditor or creditors making the same, and delivered to the agent for the said *J. M.* and *J. E.* their executors or admini-

CREDITORS. strators, who shall, at the foot of the said account, enter such objection or objections made to the said account; and the articles then objected to shall, within the space of — days then next ensuing, be referred to the decision of the attorney-general for the time being, by a writing, upon facts, verified by the parties by affidavit sworn before a master in chancery, and that all parties shall abide by and perform the opinion and directions given by the said attorney-general. AND it is hereby further provided and agreed, that the like account shall, within the space of one month from the time of making such final dividend, be given in and delivered unto the said G. earl of —; and the same shall, in like manner, be final and conclusive upon him, unless he shall make any objection or objections thereto in writing, within 14 days then next ensuing, which objection shall be entered at the foot of the said account, and referred to the decision of the attorney-general for the time being, in such and the same manner as is hereinbefore mentioned and agreed upon, in case any of the creditors of the said G. earl of — shall make any objection to the account submitted to their perusal; and in this case, likewise, all parties shall abide by and perform the directions given by the said attorney-general. AND the said T.S. and the several other persons whose names are hereunto set or subscribed, and seals fixed, creditors of the said G. earl of —, do, and each and every of them doth hereby remise, release, and for ever quit claim unto the said G. earl of —, his heirs, executors, and administrators, in all and all manner of actions, cause and causes of actions, suits, bills, bonds, writings obligatory, or other securities for money whatsoever, which they, or any of them, their or any of their respective executors, administrators or assigns, can, shall, or may

General release.

have or claim against the said G. earl of —, **CREDITORS.**
 his heirs, executors and administrators, for or on ———
 account of the said debts so due and owing to
 them as aforesaid. And the said T.S. and the
 several other creditors parties hereto, each for Covenant to
 deliver up secu-
 rities. himself and herself, his and her heirs, executors,
 and administrators, and not one of them for the
 other of them, do, and every of them doth, co-
 venant, promise and agree, to and with the said
 G. earl of —, his heirs, executors, and admin-
 istrators, that when and so soon as the said estates
 and premises hereby released and appointed, and
 covenanted to be surrendered, shall be sold, and
 the monies arising from such sale and sales paid
 and divided to and amongst the said several cre-
 ditors, according to their respective debts, and
 the true meaning of these presents, that they the
 said several creditors, and each and every of them,
 shall and will produce and deliver up the several
 securities, of what nature or kind soever the
 same may be, for their respective debts and de-
 mands, to the said J.M. and J.E. their respec-
 tive heirs, executors, or administrators, for the
 use of the said G. earl of —, his heirs, execu-
 tors or administrators; or otherwise, at his or
 their request or charges, release all and every such
 debt as are due upon bond or note, or by simple
 contract; and also acknowledge satisfaction upon
 record as to such of them as are due upon judg-
 ment or recognizance entered in any of his ma-
 jesty's courts of record. AND the said G. earl of
 — doth, for himself, his heirs, executors, and
 administrators, and for the said countess his wife,
 covenant and agree to and with the said J.M.
 and J.E. that he the said G. earl of —, his
 heirs, executors, and administrators, and the said
 countess his wife, and her heirs, executors, and
 administrators, shall and will on and before the
 — day of — next, deliver up the possession of

CREDITORS. all and singular the several freehold, leasehold and copyhold premises, pictures, household goods and furniture so conveyed as aforesaid to the said *A. L.* subject nevertheless to the provisions hereinafter contained respecting the crops of corn, hops and hay, and hop-poles, now standing and being upon the said freehold, copyhold, and leasehold estates; and also shall and will, upon sale of all or any part of the said several freehold, copyhold and leasehold premises, join in and execute such conveyance thereof, and enter into such covenant for the title thereof, and do, execute, and perform every other act, deed, matter, or thing, as the said *J. M.* and *J. E.* or any purchaser or purchasers of the said several estates, or of any parts thereof, or their or any of their counsel learned in the law, shall reasonably desire, advise or require, for vesting the legal estate, and interest of and in the said estates so directed to be sold as aforesaid, in the purchaser or purchasers thereof, his, her, or their heirs, executors, administrators, and assigns. **PROVIDED ALWAYS,** and it is hereby declared by and between the parties thereto, to be the true intent and meaning of them, and of these presents, that nothing in these presents contained shall extend, or be construed to extend, to divert or deprive the said *G. earl of —*, his executors, administrators, or assigns, of the crops of corn, grain, hops, and hay, and the hop-poles, now standing, growing, and being in or about such part of the premises hereby conveyed and appointed, or covenanted so to be, as are now in the tenure or occupation of him the said *G. earl of —*; but that he the said *G. earl of —*, his executors, administrators, or assigns, shall and may have, receive, and take the same to them, and their own proper use and benefit, and shall have full power and authority to enter into and upon the said premises, or any part thereof, to

mow, cut down, make, take, and carry away the CREDITORS.
 same, at all proper and convenient times and sea-
 sons, and dispose of the same to and for his use
 and benefit. PROVIDED ALWAYS, and it is here-
 by covenanted, declared and agreed upon, by Power appoint-
ing new
trustees.
 and between all the parties to these presents, that
 in case the said *A. L.* should happen to depart
 this life before he shall have fully performed and
 executed the several trusts hereby reposed in him,
 then, and in such case it shall and may be lawful
 to and for the said *J. M.* and *J. E.* or the sur-
 vivor of them, by deed in writing, under their
 hands and seals, to elect, nominate, and appoint,
 direct and empower, any other person to be a
 trustee, for the purposes aforesaid, in the place of
 him the said *A. L.* and the person so nominated
 and appointed, shall act in the management and
 execution of the several trusts hereby reposed in
 the said *A. L.* in such and the same manner, to
 all intents and purposes, as if he had been origi-
 nally named and trusted by this indenture for the
 purposes aforesaid. Provided always, and it is
 hereby declared and agreed, by and among all the
 said parties to these presents, that in case this
 present indenture shall not be executed and as-
 sented to, by such and so many of the creditors of
 the said *G. earl of —*, whose several debts col-
 lectively, amount to the sum of —, on or before
 the — day of —, next ensuing the date
 hereof, (save and except such creditors whose
 debts are secured by mortgage, of any part
 of the estates of the said *G. earl of —*, and
 save and except *J. L. of —*, gent.) then
 these presents, and the grant and release, assign-
 ments, appointments, and surrenders hereby, or in
 consequence hereof to be made, shall cease, de-
 termine, and be of no effect, and that in such case
 the said *J. M.* and *J. E.* their heirs, executors,
 and administrators, shall and will at the request
 and charges of the said *G. earl of —*, his heirs,

CREDITORS. executors, administrators, and assigns, and upon ——— payment by the said G. earl of —, of the charges of the making these presents, the said bill of fees and disbursements of J. P. and M. H. for business done for the said earl of —, relating to the debts which he now owes prior to the preparing this indenture, and all other costs, and charges whatsoever, which they shall or may be put unto, in or about the premises, surrender and re-assign all the said several premises above mentioned, unto the said G. earl of —, the said A. M. countess of —, the said sir G. P. and sir J. E. W. their heirs, executors, administrators, or assigns, according to their several and respective interests therein at the time of executing these presents, and according to the nature of the different estates aforesaid, in as full and ample a manner as if these presents had not been made or executed, freed and discharged of and from all incumbrances whatsoever, to be made, done, executed, or committed by the said J. M. and J. E. or either of them, their or either of their heirs, executors, administrators, or assigns. Provided lastly, and it is hereby declared and agreed to be the true intent and meaning of these presents, and of the parties hereunto, that the said J. M. and J. E. their respective heirs, executors, and administrators, shall be charged or chargeable only, for and with his own respective receipts, payments, acts, and wilful defaults, and not otherwise, and shall not be charged or chargeable with any sum or sums of money, other than such as shall actually and respectively come to his or their hands, or with the acts, defaults, or any of the miscarriages of the said A. L. or of any other person or persons that shall by virtue of the proviso hereinbefore for that purpose contained, be elected, nominated, and appointed to act in execution of all or any of the trusts hereinbefore reposed in the said A. L. IN WITNESS, &c.

*Lease and Release, and Covenants to surrender CREDITORS.
Freehold and Copyhold Estates, to Trustees, in ———
trust to raise Money for Payment of Debts, with
Covenants to levy Fines.*

THIS INDENTURE made the — day of —, in the — year of the reign of our sovereign lord George the third, by the grace of God of *Great Britain, France, and Ireland*, king, defender of the faith and so forth, and in the year of our Lord —, Between *W. P.* of —, in the county of —, Parties. *esq.* *C. P.* of —, in the county of —, (wife of the said *W. P.*) and *T. B.* of —, in the county of —, esquire, of the one part; *J. G.* of —, in the county of —, esquire, *R. H.* of —, in the said county of —, esquire, and *H. F.* of —, in the county of —, esquire, of the other part.

Whereas by a certain agreement bearing even date herewith, and made between the said *W. P.* and *C.* his wife, and *T. B.* reciting that many differences had arisen between the said *W. P.* and *C.* his wife, and they had mutually agreed to live separate and apart from each other, and to execute to each other deeds of separation, with the usual and proper covenants, so soon as the same could be prepared, and reciting, that the said *W. P.* was in right of the said *C.* his wife, for and during her natural life, entitled to the rents, issues, and profits of sundry freehold, copyhold, and leasehold estates, situate in the counties of —, —, and the town and counties of —, —, —, —, and —, subject to a rent-charge or annual sum of —, per annum, to the said *T. B.* and an annuity or annual sum of —, to the said *C. P.* also subject to the annual sum or interest of —, at £ —, per cent. per annum, amounting to the sum of —, per annum, payable to *A. R.* for- Recital of articles of separation.

CREDITORS. merly *A. B.* spinster, until she should attain the age of 21 years, or the said sum of —, should be paid off and discharged. AND reciting that the said *C. P.* (previous to her marriage with the said *W. P.*) and the said *W. P.* since his inter-marriage had charged the said estates and premises with annuities and other debts to nearly the annual amount thereof, after payment of the sums thereinbefore recited to be issuing and payable thereof, to the said *T. B. C. P.* and *A. R.* AND further reciting, that it has been proposed and agreed by and between the said *W. P. C. P.* and *T. B.* to convey all the said estates and premises to trustees, for the purpose of raising a sufficient sum by sale or mortgage, to pay off and discharge the several debts so due and owing, which it was supposed would amount to the sum of —, or thereabouts, and for the carrying such agreement and intention of the parties in execution, the said *W. P.* nominated and appointed as a trustee on his part, the said *J. G.* party hereto, and the said *C. P.* nominated and appointed as a trustee on her part, the said *R. H.* party hereto, and the said *T. B.* nominated and appointed as a trustee on his part, the said *H. F.* party hereto, to whom they have agreed to convey the several estates and premises, situate in the several counties aforesaid, in trust, to raise by sale or mortgage the sum of —, in order in the first place to pay off and discharge the said annuities granted by the said *W. P.* and *C.* his wife, in the next place to compound, or pay off, and discharge the debts of the said *W. P.* which were to be particularly mentioned in a schedule to the said intended deed of trust, then to pay to the said *C. P.* at the time of the execution of the said deed, the sum of —, for her own separate use, and afterwards to pay and discharge all costs, charges, and expences that the said trustees should at any time thereafter sustain, or be put

unto, in the execution of the said intended trusts, ~~CREDITORS~~ or in any wise relating thereto, and with liberty ——— for the said trustees, by sale or mortgage, to raise any further, or other sum that might be wanted, and the surplus of the said sum of ———, or any further sum that might be wanted for the purposes aforesaid, to be paid to the said *T. B.* his executors, administrators, or assigns, for his and their own use and benefit, and from and immediately after raising the said sum of ———, or any further sum that should be necessarily raised for the purposes aforesaid, if by mortgage, in trust, out of the rents and profits of the said estates so to be conveyed, to pay the interest of the money so to be raised, and after payment thereof, in trust, out of a competent part of the said estates and premises to pay to the said *C. P.* to and for her own separate use, notwithstanding her coverture, one annuity or clear yearly sum of ———, by half-yearly payments, for and during her natural life, and also upon trust, out of another competent part of the said estates and premises, to pay to the said *W. P.* one annuity or clear yearly sum of ———, for and during his natural life, by half-yearly payments, and also upon trust to pay the said *A. R.* the sum of ———, per annum, out of the estates charged therewith, by half-yearly payments, until she should attain her age of ——— years, and upon such attainment, in trust for the said trustees, by sale or mortgage, to raise the further sum of ———, to pay off, and discharge the fortune of the said *A. R.* which she would then become entitled to, and after payment of the interest, annuities, and expences aforesaid, then upon trust, to pay all the rest and residue of the rents and profits of the said estates and premises, unto the said *T. B.* his heirs or assigns, to and for his own use and benefit, and the said parties thereby agreed to join in one or more fine or fines, and to do, and execute all such lawful and ne-

~~cessary~~ necessary acts, conveyances, and assurances that should be requisite and advised by counsel, for the effectually carrying the said agreement into execution, as in and by the said agreement, reference being thereunto had, will more fully appear. Now this indenture witnesseth, that for effectuating the purposes aforesaid, and for carrying the said recited agreement of the said *W. P. C. P.* and *T. B.* into execution, and for and in consideration of the sum of 10s. of lawful money of *Great Britain*, to them the said *W. P. C. P.* and *T. B.* in hand well and truly paid by the said *J. R. R. H.* and *H. F.* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged; and for divers other good and valuable considerations and causes, them the said *W. P. C. P.* and *T. B.* hereunto moving; they the said *W. P. C. P.* and *T. B.* have, and each of them hath granted, bargained, sold, aliened, released and confirmed, and by these presents, do, and each of them doth grant, bargain, sell, alien, release, and confirm unto the said *J. G. R. H.* and *H. F.* (in their actual possession, now being by virtue of a bargain and sale, to them thereof made by the said *W. P. C. P.* and *T. B.* in consideration of 5s. by indenture bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring uses into possession) and their heirs, all *(here are inserted the several estates as set forth in the rental book, accompanying this,)* and also all other the freehold messuages, closes, lands, tenements, hereditaments and premises of them the said *W. P.* and *C. P.* his wife, and *T. B.* whereof or wherein they, or any or either of them, are, or is seized of, or entitled to any estate of inheritance in possession, reversion, remainder, or ex-

Indenture witnesseth,

Release to trustees.

pectancy, situate and being in —, —, —, —, —, CREDITORS.
 —, —, —, —, and —, or any of them, or else-
 where, in the said county of —, which said pre-
 mises were devised by *H. S.* esquire, deceased, to
 the said *C. P.* (then *C. B.*) and her assigns, for
 and during the term of her natural life, and from
 and after her decease to the said *T. B.* his heirs
 and assigns, for ever, and the reversion and rever-
 sions, remainder and remainders, rents, issues, and
 profits of all and singular the same premises, and
 also all the estate, right, title, interest, inheritance,
 use, trust, property, possession, benefit, advantage,
 claim, and demand, whatsoever, both at law and
 in equity of them the said *W. P.* and *C.* his
 wife, and *T. B.* and every of them, of, into, or
 out of the said messuages, farms, lands, tenements,
 and hereditaments hereby granted and released, or
 intended so to be, every or any part or parcel
 thereof, To have and to hold the said messuages,
 farms, &c. &c. with their and every of their ap- ^{Habendum.}
 purtenances, unto the said *J. G. R. H.* and *H. F.* ^{upon trusts}
 their heirs and assigns, to the only proper use and ^{after mention-}
 behoof of the said *J. G. R. H.* and *H. F.* their ^{ed.}
 heirs and assigns for ever, but nevertheless, upon
 the trusts, and to and for the several intents and
 purposes hereinafter expressed and declared, of and
 concerning the same. AND this indenture further ^{Further witness,}
 witnesseth, that in further pursuance of the said
 agreement, and for and in consideration of the fur-
 ther sum of 10s. of like lawful money of *Great*
Britain, to the said *W. P. C. P.* and *T. B.* in
 hand well and truly paid by the said *J. G. R. H.*
 and *H. F.* at or before the sealing and delivery of
 these presents, the receipt whereof is hereby ac-
 knowledged, they the said *W. P. C. P.* and *T. B.*
 have, and each of them hath bargained, sold, as-
 signed and set over, and by these presents, do, and
 each of them doth bargain, sell, assign, and set
 over unto the said *J. G. R. H.* and *H. F.* their

CREDITORS. executors, administrators, and assigns, all (*here are inserted the several farms &c. in —, —, —, —, and —, as per rental book.*) To hold to the said J. G. R. H. and H. F. to and for the several intents and purposes hereinafter expressed and declared, of and concerning the same. AND this indenture further witnesseth, that in further pursuance of the said recited agreement, and for the considerations afore said, the said W. P. for himself, and the said C. his wife, their heirs, executors, and administrators, and the said T. B. for himself, his heirs, executors, and administrators, do, and each of them doth, covenant, promise, and agree, to and with the said J. G. R. H. and H. F. their executors, administrators, and assigns, that they the said W. P. and C. his wife, and T. B. or the heirs of the said T. B. shall and will within the space of — calendar months next after the day of the date of these presents, at their, or some of their costs and charges, duly surrender into the hand or hands of the lord or lords, lady or ladies of the manor or manors whereof the several customary or copyhold lands, tenements, and hereditaments, next hereinafter described, are respectively holden, according to the custom of such manor or manors respectively, all that &c. (*the copyhold premises in and about —.*) To the use of the said J. G. R. H. and H. F. their heirs and assigns, upon the several, and to and for the several intents and purposes hereinafter expressed, and declared of and concerning the same. AND the said W. P. for himself, and the said C. his wife, and the said T. B. for themselves, and their respective heirs, executors, and administrators, do hereby covenant and agree to and with the said J. G. R. H. and H. F. their heirs, executors, administrators, and assigns, that they the said W. P. and C. his wife, and T. B. at the costs and charges in the law of the said W. P. and C.

Habendum.

Covenant to
surrender copy-
hold premises.

Covenant to
levy a fine.

his wife, and *T. B.* as of *Trinity* term, last, or **CREDITORS.**
Michaelmas term next, shall and will acknowledge and levy, in due form of law, before the justices of his majesty's court of common pleas, at *Westminster*, unto the said *J. G. R. H.* and *H. F.* and the heirs of one of them, one or more fine or fines, *sur conuzance de droit come ceo, &c.* of all and singular the said hereditaments and premises, in the said county of —, and also one or more fine or fines, *sur concesserunt*, of all and singular the said premises, hereinbefore expressed to be situate in the said counties of — and —, and town of —, and county of —, or either of them: **AND** it is hereby declared, that the said fine or fines, so to be levied as aforesaid, of the said hereditaments and premises, in the said county of —, shall be and enure, and is and are hereby declared to be and enure to the use of the said *J. G. R. H.* and *H. F.* their heirs and assigns; but, nevertheless, to, for, and upon the several uses, trusts, interests, and purposes hereinafter expressed and declared, of and concerning the same: **AND** that the said fine or fines, so to be levied as aforesaid, of the said hereditaments and premises, in the said counties of — and —, and town of —, and county of —, or either of them, shall be and enure, and is and are hereby declared to be and enure to the said *J. G. R. H.* and *H. F.* their, or some or one of their executors, administrators, and assigns, for and during the term of — years, determinable as aforesaid; but upon the several trusts, and to and for the several intents and purposes hereinafter expressed and declared, of and concerning the same: **AND** it is hereby expressly declared and agreed, by and between the said parties to these presents, and it is the true intent and meaning of them, and of these presents, that all and singular the freehold, leasehold, and copyhold premises,

Declaration of
uses.

CREDITORS. ~~hereinbefore~~ particularly mentioned and described, and hereby granted, released, and assigned, or intended so to be, and covenanted to be surrendered unto and to the use of them the said *J. G. R. H.* and *H. F.* their heirs and assigns, as aforesaid, are respectively so granted, released, and assigned, and covenanted to be surrendered to them, upon the several trusts, and to and for the several intents and purposes hereinafter mentioned, expressed, and declared, of and concerning the same respectively, (that is to say,) upon trust, that they the said *J. G. R. H.* and *H. F.* or the survivors or survivor of them, or the heirs, executors, administrators, or assigns of such survivor, shall and do, as soon as conveniently may be after the execution of these presents, of their or his own proper authority, and without the concurrence of any other person, or authority from the said *W. P.* and *C.* his wife, and *T. B.* or their heirs, by mortgage of the said freehold and copyhold premises, or a competent part thereof, raise and borrow the sum of —, or any such further sum as the said trustees shall think necessary, for the purposes hereinafter mentioned, such mortgage or mortgages to be made of any part of the premises hereby granted and conveyed, or intended so to be, and to such person or persons as shall be willing to take a mortgage or mortgages thereof; who, having paid his, her, or their mortgage-money to, and obtained a receipt or receipts for the same, from the said *J. G. R. H.* and *H. F.* or the survivors or survivor of them, or the heirs, executors, or administrators of such survivor, shall be by such receipt or receipts, fully acquitted and discharged from such sum or sums of money to be borrowed on a mortgage or mortgages of the said premises, or any part thereof, or from so much thereof as in such receipt or receipts shall be expressed to be received, and shall

Declaration of
trusts to mort-
gage, &c.

not afterwards be liable to see to the application CREDITORS.
of the same, or answerable for the loss, mis-
application, or non-application thereof: AND
upon this further trust, that they the said *J. G.*
R. H. and *H. F.* or the survivors or survivor of
them, or the heirs, executors, or administrators,
of such survivor, shall and do, by, with, and out
of the money to be borrowed upon any such
mortgage or mortgages, and by and out of the
rents, issues, and profits of the said manor,
messuages, lands, tenements, and hereditaments
hereby granted, released, and assigned and cove-
nanted to be surrendered, or intended so to be in
the mean time, in the first place pay the costs,
charges, and expences of the trustees or trustee,
for the time being, in the execution or per-
formance of the trusts hereby reposed in the said
trustees, and also the costs and charges of pre-
paring for and making such mortgage or mort-
gages, or any ways relating thereto, then upon
trust, that they the said *J. G. R. H.* and *H. F.*
or the survivors or survivor of them, or the
heirs, executors, administrators, or assigns of such
survivor, do and shall, by, with, and out of the
monies to be borrowed on any mortgage or mort-
gages, to be made by the said trustees, or the
survivors or survivor of them, or the heirs, execu-
tors, administrators, or assigns of such survivor;
redeem all the annuities granted by the said *W. P.* and *C.* his wife, and pay all the arrears
thereof, and the costs and charges of assigning or
entering satisfaction on the records of the several
judgments for securing such annuities, and after
redeeming the same, and paying such arrears
thereof, and the costs of assigning or entering
such satisfaction, do and shall pay off, and dis-
charge or compound all the several bond and
simple contract debts of the said *W. P.* and *C.* his
wife, particularly specified and mentioned in the

To redeem
annuities, &c.

CREDITORS. said schedule hereunto annexed, to be due and owing to several persons therein also named, together with the interest of such as carry interest, the same bond and simple contract debts to be paid off, and discharged or compounded, at such time and times as to them the said trustees, or the survivors or survivor of them, or the heirs, executors, or administrators of such survivor shall seem most meet and convenient, and according to their respective legal priorities; then upon trust, out of the said monies so raised as aforesaid, to pay unto the said C. P. to and for her sole and separate use, the sum of —; and her receipt alone for the same, notwithstanding her coverture, shall be a sufficient discharge to the said trustees, and from and after full payment, and satisfaction and discharge of all the said costs, charges, and expences, and the several annuities and judgments, bonds and simple contract debts, in the order and manner aforesaid, and the said sum thereby provided for the said C. P. then upon trust, that they the said J. G. R. H. and H. F. or the survivors or survivor of them, or the heirs, executors, or administrators of such survivor, shall and do pay all the residue of the money arising from such mortgage as aforesaid, (if any shall remain in their hands unapplied or undisposed of,) after payment of such debts, charges, outgoing, and incumbrances, unto the said T. B. his executors, administrators, and assigns, to and for his and their own use and benefit: And as to and concerning the residue and remainder of the said freehold, leasehold, and copyhold lands, tenements, and hereditaments, and the equity of redemption of such parts thereof as shall be mortgaged, Upon trust, that they the said J. G. R. H. and H. F. or the survivors or survivor of them, or the heirs, executors, or administrators of such survivor, do and shall, in the next place, pay, or cause to be

Trust to pay
an annuity to
wife for life.

paid, to the said *C. P.* one annuity, or clear yearly ~~creditors~~ sum of — by half-yearly payments, for and during the term of her natural life, to and for her sole and separate use; and it is hereby declared, that her receipt alone, notwithstanding her coverture, shall, from time to time, be a sufficient discharge to the said trustees: AND upon further trust, that they the said *J. G. R. H.* and *H. F.* or the survivors or survivor of them, or the heirs, executors, or administrators of such survivor, do and shall, out of the rents and profits of the said estates, pay or cause to be paid, unto the said *W. P.* one annuity, or clear yearly sum of —, by half-yearly payments, for and during the term of his natural life; and which said several annuities of — and —, are to commence and become payable from the day of the date of the within-recited agreement; and upon further trust, that they the said *J. G. R. H.* and *H. F.* or the survivors or survivor of them, or the heirs, executors, or administrators of such survivor, do and shall, out of the rents and profits of the said estates as shall remain so unsold as aforesaid, pay or cause to be paid, unto *A. R.* (daughter of the said *C. P.*) the yearly sum of —, wherewith the said estates are so chargeable as aforesaid, until she shall attain the age of 21 years; and upon the attainment of such age, upon trust, that the said *J. G. R. H.* and *H. F.* or the survivors or survivor of them, or the heirs, executors, or administrators of such survivor, do and shall, by sale or mortgage of a competent part of the said estates, raise or borrow the further sum of —, for the fortune of the said *A. R.* which she will become intitled to upon attaining her age of 21 years as aforesaid; and from and after payment of the said annuities hereinbefore mentioned, then upon trust, that they the said *J. G. R. H.* and *H. F.* and the survivors and sur- Annuity to husband for life.

CREDITORS. ~~vivor of them~~, and his heirs, do and shall pay the rest, residue, and remainder of the rents, issues, and profits of the said manor, messuages, lands, tenements, and hereditaments hereby granted, released and assigned, and covenanted to be surrendered unto the said *T. B.* his heirs and assigns, to and for his and their own use and benefit: **AND** this indenture further witnesseth, that for the purposes aforesaid, and for facilitating the performance of the said hereinbefore recited agreement, and also for the considerations hereinbefore mentioned, they the said *W. P. C. P.* and *T. B.* have bargained, sold, assigned, and set over, and by these presents do bargain, sell, assign, and set over, unto the said *J. G. R. H.* and *H. F.* their executors, administrators, and assigns, all such rent and rents, and arrearages of rent and rents, sum and sums of money whatsoever, which, at the execution of these presents is and are due and owing to them the said *W. P.* and *C.* his wife, from all and every, or any of the tenants, farmers, or occupiers of all or any of the manor, messuages, lands, tenements, hereditaments, and premises, hereinbefore mentioned to be hereby granted, released and assigned, and covenanted to be surrendered unto, and to the use of the said *J. G. R. H.* and *H. F.* their heirs and assigns; and all powers, remedies, and means whatsoever, for recovery of the said rent or rents, of the arrearages of rent and rents, and also all the right, title, interest, property, claim, and demand whatsoever, of them the said *W. P.* and *C. P.* his wife, and *T. B.* therein or thereto, or in respect of the same: To have, hold, receive, and take the same unto the said *J. G. R. H.* and *H. F.* their executors, administrators, and assigns, as fully and effectually to all intents and purposes, as they the said *W. P.* and *C.* his wife, and *T. B.* or either of them, could or might have done, in case these presents had not

Further witnesseth.

Assignment of arrearages of rent.

been made; upon such trusts, nevertheless, and **CREDITORS.** to and for such intents and purposes, and to be paid, applied, and disposed of, in such sort, manner, and form as are hereinbefore mentioned, expressed, and declared, of and concerning the payment and application of the money to arise from such mortgage or mortgages as are hereinbefore mentioned and directed to be made, of the whole, or any part of the messuage, lands, tenements, hereditaments, and premises hereby granted, released and assigned, or intended so to be, and to and for no other use, trust, intent, or purpose whatsoever; and for the considerations and purposes aforesaid, and in order to enable the said *J. G. R. H.* and *H. F.* and the survivors and survivor of them, to recover and receive the rent and rents, and arrearages of rent and rents, sum and sums of money hereby assigned, or intended so to be, the said *W. P.* and *C.* his wife, and *T. B.* have made, ordained, constituted, and appointed, and in their place and stead put and deputed, and by these presents do make, &c. and in their place and stead put and depute the said *J. G. R. H.* and *H. F.* and the survivors and survivor of them, jointly and severally, their true and lawful attornies and attorney, irrevocably, for them the said *W. P.* and *C.* his wife, and *T. B.* and in their, or in her own name or names to ask, sue for, demand, receive, and take all and every such rent and rents, and arrearages of rent and rents, so assigned as aforesaid, now due to the said *W. P.* and *C.* his wife, from all, every, or any tenants, farmers, or occupiers of the several messuages, manors, lands, tenements, hereditaments, and premises hereinbefore mentioned; and upon receipt of the same, or any part or parts thereof, to give any receipt or receipts, release or releases, or other discharge or discharges for the same, or any part or parts thereof, either in their own

CREDITORS. names, or in the names of them the said *W. P.* and *C.* his wife, and *T. B.* and also, in case of neglect in payment thereof, for them the said *W. P.* and *C.* his wife, and *T. B.* or in their own names to employ or make use of all such lawful remedies or means whatsoever, for recovery and compelling the payment of all such rent, and arrearages of rent, so assigned as aforesaid, as to them the said *J. G. R. H.* and *H. F.* or the survivor or survivors of them, his executors or administrators, shall seem meet and expedient, either by entering on the said several messuages, manor, lands, tenements, hereditaments and premises, in respect whereof such rents or arrears of rent or rents are due, and seizing and distraining all or any goods or chattels that shall be found thereupon, or upon any part or parts thereof, or by bringing any action or actions, or otherwise howsoever, and generally to do and transact, in and about the premises, all and whatsoever the said *W. P.* and *C.* his wife, and *T. B.* could do if they were personally present and did the same, they the said *W. P.* and *C.* his wife, and *T. B.* hereby ratifying and confirming all and whatsoever their said attorney or attorneys shall lawfully do, or cause to be done, by virtue of these presents. AND the said *W. P.* for himself, and the said *C.* his wife, and the said *T. B.* do hereby covenant and agree, to and with the said *J. G. R. H.* and *H. F.* their heirs, executors and administrators, that neither he the said *W. P.* and *C.* his wife, and *T. B.* or any other person or persons lawfully claiming or to claim, by, from, or under them, or any of them, shall or will, at any time hereafter, make, do, execute, commit, or wittingly or willingly suffer any act, deed, matter or thing whatsoever, whereby the execution and performance of the trust hereby created and declared, shall or may be defeated, hindered, prevented, or in any wise

Covenant
for further af-
surance.

retarded or delayed, but on the contrary shall and **CREDITORS.**
will, from time to time, and at all times here-
after, at the request of the said trustees, or the
survivor or survivor of them, or of any mortgage
or mortgages, make, execute, do and perform,
or cause or procure to be made, done, executed
and performed, or join with the trustee or trustees
for the time being, in making and executing all
and every such further and other lawful and rea-
sonable act and acts, deed and deeds, convey-
ances, surrenders and assurances in the law what-
soever, for the further and better, more perfect
and absolute granting, releasing, assigning, and
assuring, all and singular the premises above
mentioned to be hereby respectively released and
assigned, with their and every of their rights,
members and appurtenances, unto and to the
use of the said *J. G. R. H.* and *H. F.* their heirs,
executors, administrators and assigns, upon the
trusts, and for the intents and purposes herein-
before mentioned and declared, of and concerning
the same. **AND** for the further and better en-
abling of them the said trustees, or the survivors
of them, their heirs, executors or administrators,
to execute and perform the said trusts so hereby
reposed in them, according to the true intent and
meaning of these presents, and for the granting,
conveying, and assuring of such parts of the said
freehold hereditaments as shall be so mortgaged,
unto the mortgagee or mortgagees, his, her, or their
heirs, executors or administrators, as by the said
J. G. R. H. and *H. F.* or the survivor or survi-
vors of them, his heirs, executors or adminis-
trators, or any mortgagee or mortgagees of the said
premises, or of any part or parts thereof, or of any
of them, or either, or any of their counsel learn-
ed in the law shall be reasonably advised, devised,
and required. Provided also, and it is hereby
declared and agreed, by and between the said

CREDITORS. parties to these presents, that the said *J. G. R. H.* and *H. F.* and each and every of them, and the executors, administrators and assigns of each and every of them, shall be charged and chargeable only for such monies as they shall respectively actually receive by virtue of the trusts hereby in them reposed, and any one or more of them shall not be answerable or accountable for any other or others of them, or for the acts, receipts, neglects or defaults of the other or others of them, but each and every of them only for his own acts, receipts, neglects or defaults, nor shall they or any of them be answerable or accountable for any banker, goldsmith, broker, or other person with whom, or in whose hands any part of the said trust-monies shall or may be deposited or lodged for safe custody, or otherwise, in the execution of any of the aforesaid trusts, neither shall they the said trustees, or any of them, be answerable for the insufficiency or deficiency of any stocks, funds, security or securities, in or upon which the said trust-monies, or any part thereof, shall or may be placed out, or invested, nor for any other misfortune, loss, or damage which may happen in the execution of any of the aforesaid trusts, unless the same shall happen by or through their own wilful default respectively. And also that they the said trustees, and each and every of them, and the executors, administrators and assigns of them, and each and every of them, shall and may, by and out of the monies which shall come to their respective hands by virtue of the trusts aforesaid, retain to and reimburse himself and themselves respectively, all costs, charges, damages, and expences respectively, which they or any of them shall or may suffer, sustain, expend, disburse, be at, or be put unto, in or about the trusts thereby in them reposed, or in any wise relating thereto. **PROVIDED** always, and

That trustees
May reimburse
themselves.

it is hereby declared and agreed upon, by and **CREDITORS.**
 between the said parties, that if the said *J. G.* —————
R. H. and *H. F.* or either of them, or any suc-
 ceeding trustee or trustees to be nominated and
 appointed in the place and stead of them, or Power of ap-
 pointing new
 trustees.
 either of them, as hereinafter mentioned, shall at
 any time or times hereafter, during the lives of
 the said *W. P.* and *C.* his wife, and *T. B.* happen
 to die, or desire to be discharged from the said
 trusts hereby in them reposed, it shall and may
 be lawful, to and for the other and others of
 the said trustees, by deed or deeds, writing or
 writings, under his or their respective hands
 and seals, or hand and seal, attested by two
 or more credible witnesses, from time to time,
 and as often as by the death or resignation of the
 said trustees, or any of them, it shall become ne-
 cessary or convenient to nominate and appoint
 (by and with the consent of the said *W. P.* and
C. his wife, and *T. B.* to be testified in writing
 under their hands) such other person or persons
 to be a trustee or trustees, to act in the aforesaid
 trusts in the stead or place of the person or per-
 sons so dying, or desiring to be discharged, and
 when any of the present trustees, or any future
 trustee or trustees shall desire to be discharged
 from the said trusts, it shall and may be lawful,
 to and for him and them to resign, release, assign,
 relinquish and give up his and their trust and in-
 terest in the said trust, to the other trustee or
 trustees, and every new trustee to become inte-
 rested therein, together with the former trustee
 or trustees (other than such as have desired to be
 discharged from the aforesaid trusts, and who shall
 have released, assigned and relinquished his and
 their trust and interest as aforesaid) shall in like
 manner have full power and authority (with such
 consent, and testified as aforesaid) from time to time
 to nominate and appoint any other person or persons

CREDITORS. to succeed in the aforesaid trusts, and be a trustee or trustees for the purposes aforesaid, in the stead or place of the former trustee or trustees so dying, and desiring to be discharged from the said trusts. And it is hereby declared and agreed, that from and after every such nomination and appointment as aforesaid, all such acts, deeds, matters and things shall be done, executed and performed, as is necessary or advisable, for vesting the said lands, tenements, hereditaments and premises, as well in the remaining trustee or trustees, as in such new trustee or trustees as aforesaid, upon such and the same trusts, and for such and the same intents and purposes as are hereinbefore expressed and declared, of and concerning the said lands, tenements, hereditaments and premises, hereby granted and released, and assigned and covenanted to be surrendered, or so many of them as shall be then subsisting, undetermined, or capable of taking effect, or of being performed, or as near thereto as may be. In witness, &c.

Release of Lands to a Trustee, for payment of Annuities, with a Clause of Attornment.

THIS Indenture tripartite, made the — day of —, in the year of our Lord, &c. Between C. H. of —, in the county of —, esq. of the first part; T. F. of the parish of —, in the county of —, esq. L. M. of the city of —, gent. R. S. of the parish of —, in the county of —, gent. R. S. of —, in the county of —, gent. W. B. of — aforesaid, gent. I. D. of —, esq. R. W. of —, in the county of

—, esq. *N. N.* the younger, of the city of CREDITORS.
 —, esq. *C. E.* of —, in the county of —, —
 gent. *W. S.* of the parish of —, in the said
 county of —, esq. *I. H.* of —, in the city
 of —, esq. *I. C.* of the city of —, coal-
 merchant, *I. C.* of the parish of —, in the said
 county of —, coal-merchant, and *R. H.* of —,
 in the county of — afore said, gent. of the se-
 cond part; and *R. W.* of —, in the county of
 — afore said, gent. of the third. WHEREAS
 the said *C. H.* on or about the — day of —, Recitals.
 for a valuable consideration, granted to the said
T. F. one annuity or clear yearly sum of —,
 and to the said *L. M.* one annuity or clear yearly
 sum of —, and on or about the — day of
 —, for a valuable consideration, the said *C. H.*
 granted to the said *T. F.* one other annuity or
 clear yearly sum of —, and on or about the
 — day of the said month of —, the said
C. H. for a valuable consideration, granted to the
 said *H. I.* one annuity or clear yearly sum of —,
 and on or about the — day of —, the said *C. H.*
 for a valuable consideration, granted to the said
R. S. one annuity and clear yearly sum of —,
 and on or about the — day of the same month of
 —, the said *C. H.* for a valuable consideration,
 granted to the said *W. B.* one annuity or clear
 yearly sum of —, and on or about the — day of
 —, the said *C. H.* for a valuable consideration,
 granted to the said *I. D.* one annuity or clear
 yearly sum of — pounds, and to the said *R. W.*
 one annuity of —, and on or about the — day of
 — last, the said *C. H.* for a valuable consideration
 granted to the said *N. N.* one annuity or clear yearly
 sum of —, and to the said *C. E.* one annuity or
 clear yearly sum of —, and to the said *W. S.*
 one annuity or clear yearly sum of —, and to the
 said *I. H.* one annuity or clear yearly sum of —,

CREDITORS. all which annuities are secured by the bonds or
— obligations of the said *C. H.* to the said *T. F.*
&c. &c. respectively, in suitable penalties, conditioned for the payment of their respective annuities by quarterly payments, free from all deductions whatsoever, for and during the term of the natural life of the said *C. H.* as therein is particularly mentioned, and the said *C. H.* on the respective days aforesaid, as a further security, executed warrants of attorney to enter up judgment against him in the Court of King's Bench at *Westminster*, for the penalty of each of the said respective bonds, and also on the day of the date of each respective bonds signed an undertaking to the said *T. F.* &c. &c. respectively, that he the said *C. H.* would effectually charge his freehold estates in the county of — with the payment of each of the said several and respective annuities. AND whereas the said *C. H.* hath this day, for a valuable consideration, granted to the said *W. S.* one other annuity, or clear yearly sum of —, and to the said *I. C.* one annuity, or clear yearly sum of —, and to the said *I. C.* one annuity, or clear yearly sum of —, and to the said *R. H.* one annuity, or clear yearly sum of —, all which said four several last mentioned annuities are secured by the bonds or obligations of the said *C. H.* to the said *W. S. I. C. I. C.* and *R. H.* respectively, in suitable penalties, conditioned for the payment of each of their respective annuities, by quarterly payments, free from all deductions whatsoever, for and during the term of the natural life of the said *C. H.* as therein is particularly mentioned, together with warrant of attorney duly executed by the said *C. H.* to confess judgment on the said four last mentioned bonds, in his Majesty's Court of King's Bench at *Westminster*, for the penalties thereof respectively, all

which said several annuities together do amount to CREDITORS. the sum of — per annum. Now this indenture witneffeth, that the said C. H. as well in order the better to secure the said several annuities granted by him by the said several bonds as aforesaid, as also in consideration of the sum of — shillings of lawful money of *Great-Britain*, to him in hand paid by the said R. W. at or before the execution of these presents, the receipt whereof he the said C. H. doth hereby acknowledge, hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth, at the nomination, and by and with the consent, direction and appointment of the said T. F. &c. &c. and testified by their being parties to and severally sealing and delivering these presents, grant, bargain, sell, alien, release, and confirm, unto the said R. W. in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said C. H. in consideration of —, by indenture bearing date the day next before the day of the date of these presents, for one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by force of the statute made for transferring uses into possession, and to his heirs, all those the manors or lordships, or reputed manors or lordships of — and —, or by what other name or names the same are called or known, in the parishes of — and —, or in some parish or parishes near adjoining, in the said county of —, and also all those capital messuages or mansion-houses of him the said C. H. called — and —, situate and being in the parishes of — and —, and all out-houses, dove-houses, barns, stables, edifices, buildings, courts, yards, back-sides, orchards, gardens, arables, meadow and pasture lands, woods, wood-grounds, hereditaments, royalties, rights, members, and appurtenances, whatsoever, to the

Indenture witneffeth.

Release, &c.

CREDITORS. said manor, capital messuages or mansion-house belonging, or in any wise appertaining, or with or to the same, or any part or parcel thereof, now, or at any time heretofore, held, used, occupied, possessed or enjoyed, or accepted, reputed, deemed, taken, or known, as part, parcel, or member thereof; and also all those several farms, farm-houses, capital and other messuages or tenements, cottages, closes, inclosures, pieces or parcels of arable, meadow, and pasture lands, woods, wood-grounds, hereditaments, and premises, of him the said *C. H.* situate, lying, and being in the several parishes of and , in the said county of , which now are, or late were in the several tenures or occupations of *E. K.* &c. &c. &c. the executors of *I. W.* &c. &c. &c. the executors of *I. W.* &c. &c. &c. and *W. I.* &c. &c. &c. and *R. S.* &c. &c. &c. the executors of *R. C.* &c. &c. &c. the executors of *R. M.* &c. &c. &c. and *R. M.* as tenants thereof to the said *C. H.* at and under the several yearly rents, amounting together to per annum, and upwards, and also all other the manors or lordships, or reputed manors or lordships, mansion-house, capital and other messuages or tenements, farm-houses, cottages, barns, stables, granaries, dove-houses, out-houses, edifices, buildings, yards, gardens, orchards, mills, farms, tithes, arable, meadow, and pasture grounds, woods, wood-grounds, hereditaments, and premises, whatsoever, of him the said *C. H.* or whereof he the said *C. H.* or any person or persons in trust for him, now have or hath any estate for life, or of freehold and inheritance, in possession, reversion, remainder, or expectancy, situate, standing, lying, or being, coming, growing, renewing, increasing, or happening, in any place or places whatsoever, within the several parishes of and aforesaid, or any or either of them, or in any other parish, precinct, hamlet, or place, whatsoever, in the said

General words.

county of —, and also all timber, timber trees, CREDITORS.
 and trees likely to become timber, woods, under-woods, parks, warrens, heaths, commons, common of pasture, marshes, mills, rivers, streams, dams, pools, waters, fishings, fisheries, wastes, waste-grounds, ways, paths, passages, waifs, estrays, goods and chattels of fugitives and felons, and felons of themselves, fines, heriots, amerciements, courts leet, and view of frank pledge, and all that to view of frank pledge belongs or appertains, courts baron, profits and perquisites of courts, rents, tithes, services, quit-rents, reserved rents, rents-charge, rents-seck, relief, and other services, reservations, rights, royalties, liberties, franchises, jurisdictions, emoluments, hereditaments, and appurtenances whatsoever, to the said several manors, lordships, mansion-houses, capital and other messuages or tenements, farms, farm-houses, lands and hereditaments, hereinbefore mentioned, or any of them belonging, or in any wise appertaining, or to or with the same several manors or lordships, hereditaments and premises, or any of them, or any part or parcel thereof respectively, now, or at any time heretofore, let, set, demised, used, held, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known, as part, parcel, or member thereof, respectively, and the reversion and reversions, remainder and remainders, yearly and other rents, issues, produce, and profits, of all and singular the said manors, capital and other messuages or tenements, farms, lands, tithes, hereditaments, and premises, hereinbefore described, and of every part and parcel thereof, and all the estate, right, title, interest, use, trust, benefit, profit, property, advantage, claim, and demand whatsoever, both at law and in equity, and in possession, reversion, expectancy, or otherwise howsoever, of him the said C. H. of, into, or out of the said manors,

CREDITORS. capital and other messuages or tenements, premises,
 ——— lands, tithes, hereditaments, and premises, and of
Habendum. every part and parcel thereof, To have and to
 hold the said several manors, capital and other
 messuages, cottages, farms, lands, tenements, rents,
 tithes, hereditaments, and all and singular other
 the premises hereinbefore mentioned, and hereby
 granted and released, or intended so to be, and
 every part and parcel thereof, with their and
 every of their royalties, rights, members, and ap-
Unto the said purtenances, unto the said *R. W.* and his heirs, to
R. W. the use of the said *R. W.* his heirs and assigns,
 but nevertheless upon the trusts, and to and for
 the intents and purposes hereinafter mentioned
 and declared, of and concerning the same, (that
upon trust, is to say,) upon trust, and for the intent and pur-
 pose, that he the said *R. W.* his heirs and assigns,
 shall and do, yearly, and every year, for and during
 the term of the natural life of him the said *C. H.*
out of the rents by, with, and out of the rents, issues, produce, and
thereof, profits, of all and singular the said several manors,
 capital and other messuages, cottages, farms, lands,
 tenements, rents, tithes, hereditaments, and pre-
 mises, hereby granted and released, or intended so
 to be, as aforesaid, as the same shall from time to
 time be received by him or them, or come to his
 or their hands, or to the hands of any other per-
 son or persons, by his or their order, or for his or
 their use, well and truly pay, or cause to be paid
 unto the said *T. F.* his executors, administrators,
 and assigns, his respective annuities of — and
to pay the said —, and unto the said *L. M.* his executors, ad-
respective an- ministrators, or assigns, his said annuity of —,
nuities, and unto the said *H. I.* his executors, adminis-
 trators, or assigns, his said annuity of —, and
 unto the said *R. S.* his executors, administrators,
 or assigns, his said annuity of —, and unto the
 said *W. B.* his executors, administrators, and as-
 signs, his said annuity of —, and unto the said

I. D. his executors, administrators, and assigns, CREDITORS. his said annuity of —, and unto the said *R. W.* — his executors, administrators, and assigns, his said annuity of —, and unto the said *M. N.* his executors, administrators and assigns, his said annuity of —, and unto the said *C. E.* his executors, administrators, and assigns, his said annuity of —; and unto the said *W. S.* his executors, administrators, and assigns, his said respective annuities of — and —, and unto the said *I. H.* his executors, administrators, and assigns, his said annuity of —, and unto the said *I. C.* his executors, administrators, and assigns, his said annuity of —, and unto the said *T. C.* his executors, administrators, and assigns, his said annuity of —, and unto the said *R. H.* his executors, administrators and assigns, his said annuity of —, which said several respective annuities were granted and secured by the said *C. H.* to the said *T. F.* &c. &c. &c. as hereinbefore particularly mentioned, and are to be paid and payable to the said *T. F.* &c. &c. &c. respectively, the respective executors, administrators, or assigns, for and during the term of the natural life of the said *C. H.* free and clear of all, and all manner of deductions, on any account whatsoever, on the several and respective days each annuity is made payable, in and by the bond or obligation given by the said *C. H.* at the time of granting thereof, and for this further intent and purpose, that the said *R. W.* his heirs and assigns, shall and do, by and out of the rents, issues, produce, and profits, of all and singular the said hereditaments and premises, that shall come to his or their hands, custody, or power, well and truly pay, or cause to be paid to the said *T. F.* &c. &c. &c. respectively, their respective executors, administrators, and assigns, a proportionable part of the last quarterly payment of each and every of their several and

free from deductions ;

and a proportional part thereof from

CREDITORS. respective annuities, up to the day of the decease of the said *C. H.* as is specified in the conditions of the said several and respective bonds or obligations, given at the time of granting the said respective annuities, as the same shall from henceforth become due and payable, and the present arrears now due thereon, respectively, and all necessary taxes, repairs, and disbursements, for the said hereditaments and premises, and all costs, charges, and expences, in the execution of the trusts hereby created, that the said *R. W.* his heirs and assigns, do and shall, from time to time, well and truly pay, or cause to be paid unto the said *C. H.* and his assigns, or unto such other person or persons as he or they shall order and direct, all the rest and residue of the rents, issues, produce, and profits, of the said several manors, capital and other messuages, cottages, farms, lands, tenements, rents, tithes, hereditaments, and premises, to and for his and their own use and benefit. And the said *C. H.* doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said *R. W.* his heirs and assigns, in manner and form following, (that is to say,) that it shall and may be lawful, to and for the said *R. W.* his heirs and assigns, from time to time, and at all times hereafter, during the continuance of the trusts hereby created, peaceably and quietly to enter into, have, hold, use, occupy, possess, and enjoy, all and singular the said several manors, capital and other messuages, cottages, farms, lands, tenements, rents, tithes, hereditaments, and premises, hereby granted and released, or intended so to be, with their and every of their rights, royalties, members, and appurtenances, and every part and parcel thereof, and to have, receive, and take all and singular the rents, issues, and profits thereof, for the uses, intents, and purposes, aforesaid, without any lawful let,

the last quarter-day up to the day of the decease of the said *C. H.* and the arrears thereof,

and all charges in the execution of these trusts.

Covenant that it shall be lawful to enter.

And to take the rents, issues, and profits.

suit, trouble, denial, eviction, ejection, inter-
 ruption, disturbance, claim, or demand, whatso-
 ever, of or by him the said *C. H.* or his assigns, or
 of, from, or by any other person or persons whom-
 soever, claiming under him. **AND**, moreover, CRED TORS.
 that he the said *C. H.* and all and every other per- And for further
 son and persons whatsoever, lawfully or equitably assurance.
 claiming, or who shall or may have, or lawfully
 or equitably claim any estate, right, title, trust, or
 interest, of, in, and to the said hereinbefore granted
 and released manors, capital and other messuages,
 farms, lands, tenements, rents, tithes, heredita-
 ments, and premises, or any of them, or any part
 or parcel thereof, or from, under, or in trust for
 him the said *C. H.* or by, from, under, or in trust
 for any person or persons under whom the said
C. H. derives his right and title to the said here-
 ditaments and premises, shall and will, at all or
 any time or times hereafter, during the natural
 life of the said *C. H.* make, do, acknowledge, levy,
 suffer, and execute, or cause and procure to
 be made, done, acknowledged, levied, suffered,
 and executed, all and every, or any such further
 and other lawful and reasonable act and acts, thing
 and things, deed and deeds, devices, conveyances,
 and assurances, in the law whatsoever, for the
 further, better, more perfect and absolute grant-
 ing, conveying, and assuring, all and singular
 the said hereby granted and released manors,
 capital and other messuages, cottages, farms,
 lands, tenements, rents, tithes, hereditaments, and
 premises, with their and every of their rights,
 royalties, members, and appurtenances, unto and
 to the use of the said *R. W.* his heirs and assigns,
 to and for the uses, intents, and purposes, herein-
 before mentioned, expressed, and contained, of
 and concerning the same, as by the said *R. W.*
 his heirs, executors, administrators, or assigns, or
 his or their counsel learned in the law, shall in

CREDITORS. that behalf be reasonably advised, or devised and required. AND it is hereby further concluded and agreed upon, by and between all the said parties to these presents, and the said C. H. doth hereby expressly declare and agree, that it shall and may be lawful to and for the said R. W. his heirs, executors, administrators, and assigns, to retain, and deduct out of the rents, issues, produce, and profits, of all and singular the said several manors, capital, and messuages, cottages, farms, lands, tenements, rents, tithes, hereditaments, and premises, hereby granted and released, or intended so to be, all such costs, charges, and expences, whatsoever, as he or they shall necessarily pay, lay out, expend, sustain, or be put unto, in or about the execution of the trusts hereby reposed in him, or any matter or thing relating thereto. AND this Indenture further witnesseth, that for the consideration aforesaid, he the said C. H. hath ordered, directed and appointed, and by these presents doth order, direct, and appoint the said E. K. &c. &c. &c. [*the several tenants of the estate,*] and all and every other person and persons whomsoever, who now are, or at any time or times hereafter shall or may be tenant or tenants, occupier or occupiers of all and every, or any of the said several manors, capital and other messuages or tenements, farms, lands, hereditaments, and premises, hereinbefore mentioned, and hereby granted and released as aforesaid, to attorn and become tenant or tenants to the said R. W. his heirs and assigns, for such of the said manors, farms, farm-houses, lands, tenements, hereditaments, and premises, as now are, or shall hereafter be in his, her, or their respective occupations, and hereby, or intended to be hereby granted and released, as aforesaid, and to be paid to him and them, the rents in arrear, and the growing rents, thereof, from the feast-day of the annunciation of

Grantee to reserve his expences.

Direction to tenants to attorn.

the blessed Virgin *Mary*, now last past. And the said *C. H.* hath also made, ordained, nominated, constituted, deputed, appointed, and in his place and stead put, and by these presents doth make, ordain, nominate, constitute, depute, appoint, and in his place and stead put the said *R. W.* his heirs and assigns, his true, lawful, and undoubted attorney and attornies, irrevocable for him the said *C. H.* and in his name, or in the name or names of him the said *R. W.* his heirs or assigns, to ask, claim, and demand, sue for, recover, and receive, of and from the said *E. K.* &c. &c. &c. and all and every, or any other person or persons whomsoever, who now are, or is, or at any time or times hereafter during the continuance of the trusts hereby created, shall or may be tenant or tenants, occupier or occupiers, of all and every, or any of the said several manors, capital and other messuages or tenements, cottages, farms, lands, tenements, rents, tithes, hereditaments, and premises, hereby granted and released as aforesaid, all and every, or any of the rents, issues, produce, and profits, of all and singular the said manors, hereditaments, and premises, and of every or any part or parcel thereof, now due, and hereafter to grow due and payable as aforesaid, on receipt thereof or of any part thereof respectively, in the name of him the said *C. H.* or in the name or names of the said *R. W.* his heirs or assigns, or otherwise to make, sign, give, and execute sufficient receipts, acquittances, and discharges for the same, all which receipts, acquittances, and discharges, the said *C. H.* doth hereby agree, from time to time, to allow, ratify, and confirm, and in default of payment of all or any of the said yearly rents of the said manors, hereditaments, and premises, or any part thereof, respectively, to use and take all lawful methods whatsoever, in the name or names of him the said

CREDITORS.

 Power of attorney to receive the same.

CREDITORS. for the payment of his debts, and all or the greatest part of the creditors then present, did consent and agree in consideration of the said *T. I.* conveying and assigning within — months from that time, all his aforesaid real estates in the counties of — and —, and also his said livings, and also all his personal estate and effects, (except as herein is excepted) unto the aforesaid *A. B.* and *C. D.* &c. in trust for themselves and his other creditors, to grant unto him the said *T. I.* a letter of licence for — years from thenceforth, upon condition that he should to the best of his power, cultivate and improve his said real estate, under the inspection of the same trustees, and also assist them in cultivating, getting in, and receiving his personal estate and effects, and not to molest, or disturb him within that time, on account, or in respect of the several debts due and owing from him and them respectively, and it was agreed that the said *T. I.* should be permitted to enjoy the income and profits of his said living, for the maintenance of himself and family, so long as he should well and faithfully act in the management of his said estates, in the opinion of the said trustees, and that in the said letter of licence should be contained all usual and necessary covenants and agreements.

Conveyance of
freehold.

Now this indenture witnesseth, that in consideration of the premises, and of 10 s. &c. he the said *T. I.* at the desire, and by the direction of the several parties hereto, of the third part, testified &c. hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, &c. unto the said *A. B.* and *C. D.* (in their actual possession, &c.) and to their heirs, all &c. and the reversion, and all the estate, &c. To have and to hold the said &c. and all and singular other the premises hereinbefore mentioned, to be hereby granted, and released unto the said *A. B.* and *C. D.* and their heirs and assigns, to the only proper use and behoof of them the said *A. B.* and

C. D. their heirs and assigns, for ever, upon the trusts, nevertheless, and to and for the ends, intents, and purposes, and under and subject to the provisos, declarations, and agreements, hereinafter limited, expressed, and declared, of and concerning the same. [*Covenant to levy a fine.*] AND this indenture further witnesseth, that for the further effectuating the said agreement entered into between the said parties, he the said T. I. doth hereby for himself, his heirs, executors, and administrators, and also for the said S. his wife, covenant, promise, and agree, to and with the said A. B. and C. D. and their heirs, (to surrender the copyhold estate to the said A. B. and C. D. &c. upon the same trusts.) AND this indenture further witnesseth, that for the considerations aforesaid, he the said T. I. hath bargained, sold, assigned, transferred, and set over, and by these presents, doth bargain, &c. unto the said A. B. and C. D. &c. their executors, administrators, and assigns, all and singular, the messuages, lands, &c. whereof, wherein, or whereto, he the said T. I. or any person or persons, in trust for him, is, or are possessed, interested, or entitled, for the residue and remainder of any term or terms of years thereof, respectively granted and demised, together with the several indentures of lease thereof, and all the estate, &c. To have and to hold all and singular, the said leasehold messuages, &c. (subject nevertheless, to the yearly rents, covenants, and agreements in the respective leases of the same premises covenanted on the tenant's part, to be observed and performed,) unto the said A. B. and C. D. &c. their executors, administrators, and assigns, from henceforth, for all the residue and remainder now to come and unexpired, of the said several terms of years, for which the same premises are respectively holden, upon the trusts, for the ends, &c. AND as, to, for, or concerning the said freehold,

CREDITORS.

Covenant to
surrender copy-
holds.General assign-
ment of lease-
holds.

CREDITORS. copyhold, and leasehold hereditaments and premises, herein before mentioned, to be hereby granted, released, assigned, and covenanted, to be surrendered unto, and to the use of the said *A. B.* and *C. D.* their heirs, executors, administrators, and assigns, respectively, as aforesaid, it is hereby declared and agreed, that the same are so granted, released, assigned, and covenanted to be surrendered, upon trust, that they the said *A. B.* and *C. D.* &c. and the survivor and survivors of them, his executors, administrators, and assigns, respectively, do and shall from time to time, and at all times hereafter, until the said hereditaments and premises shall be sold and disposed of, by virtue of the trusts hereinafter contained, receive, and take the rents, issues, and profits thereof, and of every part thereof, as the same shall respectively become due and payable, and pay, and apply the same as hereinafter is mentioned, and upon this further trust, that they the said *A. B.* and *C. D.* &c. and the survivors, &c. do and shall by themselves, their agents, servants, and workmen, and by the assistance of the said *T. I.* diligently and faithfully, manage, cultivate, and improve the said hereditaments and premises hereby granted and released, and assigned, and covenanted to be surrendered as aforesaid, or any part or parts thereof, for so long a time as they the said trustees shall deem proper and expedient, and also do and shall, when and so soon as the same hereditaments and premises hereby granted and released, and covenanted to be surrendered, or any of them, or any part thereof, shall in their or his judgment be sufficiently cultivated and improved, sell and dispose of all and singular the same hereditaments and premises, either together or in parcels, unto any person or persons who shall be willing to become the purchaser or purchasers thereof, at and for the most money and best price that can or may

be had or reasonably gotten for the same, and do, **CREDITORS.**
 and shall stand possessed of, and interested in the
 monies arising from such sale or sales, upon the
 trusts, and for the intents and purposes hereinafter
 mentioned and declared, concerning the same.

Reference to
 trust of money
 arising from
 sale.

[*Declaration that trustees receipts shall be a discharge.*]

AND this indenture further witnesseth, that in fur-
 ther pursuance of the aforesaid recited agreement,
 and for the considerations hereinbefore mention-
 tioned, he the said *T. I.* (by and with the like con-
 sent and direction of his said creditors, testified as
 aforesaid,) hath granted, bargained, sold, and de-
 mised, and by these presents, doth grant, &c.
 unto the said *A. B.* and *C. D.* &c. their execu-
 tors, administrators, and assigns, all that the rec-
 tory of —, in the said county of —, and all
 that the rectory of —, in the said county of
 —, and all the glebe lands, barns, and out houses,
 and all tithes of corn and grain, hay and wool, and
 and all other tithes as well great as small, of or
 belonging to the said rectories of — and —,
 or either of them, and all sum and sums of money
 usually paid by all or any of the parishioners of
 the said several parishes of — and —, or either
 of them, to the said *T. I.* in lieu, or by way of
 composition, compensation or satisfaction for tithes
 and all oblations, obventions, profits, emoluments,
 advantages, or yearly and other payments, what-
 soever, now due or payable, or which shall become
 due or payable to the said *T. I.* for or in respect
 of the said rectories, or either of them, or in any
 wise relating thereto, and all the estate, &c. To
 have and to hold the said rectories, glebe lands,
 tithes, and all and singular other the premises
 hereinbefore mentioned, to be hereby granted and
 demised unto the said *A. B.* and *C. D.* &c. their
 executors, administrators, and assigns, from hence-
 forth, for and during, and unto the full end and
 term of — years, if the said *T. I.* shall so long

Grant of rec-
 tory and tithes,
 &c.

For — years, if
T. I. so long
 live.

CREDITORS. live, upon the several trusts, nevertheless, and to and for the several ends, intents, and purposes hereinafter declared, concerning the same, (that is to say) upon trust, to permit the said *T. I.* to have, hold, enjoy, and receive, and take all the tithes, compositions, rents, issues, and profits of the said rectories and premises hereinbefore mentioned to be hereby granted and demised, to and for his own use and benefit, for and during so long time as he the said *T. I.* shall and do well and truly observe, perform, fulfill, and keep all and singular the covenants, clauses, conditions, and agreements hereinafter covenanted, on his part to be observed, performed, fulfilled, and kept, and from and immediately after he the said *T. I.* shall break, or not perform all or any of the covenants, clauses, conditions, and agreements, by him so covenanted, to be observed, performed, and kept, in and by these presents, as aforesaid, upon trust, that they the said *A. B.* and *C. D.* do, and shall receive, and take the tithes, compositions, rents, issues, and profits of the same premises, during so long time as all or any of the debts now due and owing to the several creditors of the said *T. I.* parties hereto, or any part thereof, shall remain due and unpaid, and do, and shall stand possessed of the monies so to be by them received, by and out of the same premises, upon the trusts hereinafter mentioned and declared, concerning the same.

Trust to permit T. I. to have, receive,

During the time he performs covenants, &c.

After breach.

To receive and apply same as after mentioned.

Proviso for ceasing term in rectory.

PROVIDED ALWAYS, and these presents are upon this express condition, that in case the said *T. I.* shall and do, well and truly observe, perform, fulfill, and keep all and singular the covenants, clauses, and conditions, by him, and in and by these presents, covenanted, and agreed, to be observed, performed, fulfilled, and kept up to and until the — day of —, in case the said day shall not be enlarged, as hereinafter is mentioned, or if so enlarged, then up to, and until such enlarged

day, and if the trustees hereby appointed, or the CREDITORS. trustees for the time being of the trust premises, ——— or any three or more of them, shall after the said ——— day of ———, or such enlarged days as afore- by writing under their hands, certify and declare themselves satisfied with the conduct of the said *T. I.* then in such case the said term of ——— years hereby created or demised, of, and in the said rectories, tithes, and premises last hereinbefore described, and mentioned to be hereby demised, shall cease, determine, and be absolutely void, and of no effect, to all intents and purposes whatsoever, any thing &c. notwithstanding. AND this indenture further witnesseth, that for the considerations Assignments of debts and personal estates. afore- said, he the said *T. I.* hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, &c. unto the said *A. B.* and *C. D.* &c. their executors, administrators, and assigns, all and singular the debts and sums of money, now due and owing, unto him the said *T. I.* from any person or persons whomsoever, and all bonds, bills, notes, securities, and books of account, for, or relating to the same, and all and singular the crops of corn, grain, and hay, cattle, and implements of husbandry, live and dead stock of him the said *T. I.* of every nature or kind soever, now being in, upon, or belonging to the lands and hereditaments hereinbefore mentioned to be hereby granted and released, assigned, and covenanted to be surrendered as afore- said, and also all and singular, other the personal estate and effects of him the said *T. I.* of any nature and kind, (save and except the wearing apparel of himself, his wife and children, and also all his books, household furniture, china, and linen, now being in or about his house at ———, in the county of ———, and all the estate, right, &c. of, in, to, or out of the same or any part thereof, To have, hold, receive, take, and enjoy all and sin-

CREDITORS. gular the premises hereinbefore mentioned to be hereby assigned, with their and every of their appurtenances, unto the said *A. B.* and *C. D.* &c. their executors, administrators, and assigns, from henceforth for ever, Upon the trusts, and to and for the ends, intents, and purposes, and under and subject to the declarations and agreements hereinafter mentioned and declared of and concerning the same, (that is to say,) upon trust, that they the said *A. B. C. D.* &c. and the survivors, &c. do and shall, for so long time as to them respectively shall seem meet, use or employ all or any part of the cattle, implements of husbandry, and live and dead stock, now being upon or belonging to the hereditaments and premises hereby released and assigned, and covenanted to be surrendered as aforesaid, in and for the management and improvement of the same premises, respectively; and also do and shall, whenever the said trustees shall think proper, sell and dispose of the same cattle, &c. and also do and shall, with all convenient speed, collect, get in, and receive all and singular the debts, and sums of money, and other the premises hereinbefore mentioned to be hereby assigned, and do and shall stand possessed of, and interested in, all and singular the monies to arise and be received from the said premises last hereby assigned, upon the trusts, and for the ends, intents, and purposes hereinafter mentioned and declared concerning the same; and it is hereby declared and agreed, that they the said *A. B.* and *C. D.* and the survivors, &c. shall stand possessed of, and interested in, all and singular the monies which shall come to their hands by virtue of the several trusts aforesaid, upon trust to pay out of the first monies which come to their hands, all law charges, and also all incidental charges, to the improving, cultivating, and managing of the aforesaid hereditaments and premises

Trustees to sell
and pay debts.

hereby released and assigned, and covenanted to be CREDITORS.
surrendered as aforesaid; and the selling and disposing of, collecting, getting in, and receiving the said hereditaments, and other the effects and premises aforesaid, respectively, and making the distributions hereinafter mentioned amongst the creditors of the said *T. I.* all such proceedings in law being first approved of, and directed by the said trustees hereby appointed, and the trustees for the time being, of the trust-premises, or any three or more of them; and upon trust, in the next place, to pay to the present creditors of the said *T. I.* whose debts respectively do not exceed the sum of —, the whole of their respective debts; and upon further trust, when and so soon as there shall be in hand money arising from the said estate and effects, sufficient to answer and pay — per cent. upon or in respect of the debts now due by the said *T. I.* to the several persons, parties hereto, of the second and third parts, or their partners, to pay and distribute all the money then arising and produced, and afterwards to arise and be produced from the same rents, and by sale of the said hereditaments and premises, when and as the same shall be by them received, unto and amongst all the creditors of the said *T. I.* rateably and proportionably, according to their several quantums of their respective debts, and so far as such monies will extend; and upon this further trust, that they the said *A. B. C. D. &c.* and the survivors, &c. do and shall, from time to time, deposit all the cash which shall, from time to time be in hand, arising from the said estate and effects, when and so often as the same shall amount to —, or upwards, until the same shall be so paid and distributed as aforesaid, in the hands of Messrs. *H. and Co.* —, bankers, for safe custody, in the joint names of the tenants thereof, for the time being: Provided always,

CREDITORS. nevertheless, and it is the true intent and meaning of these presents, that, notwithstanding any thing hereinbefore contained, it shall and may be lawful to and for the said *A. B. C. D. &c.* and the trustees, for the time being, of the trust-premises, or any three or more of them, from time to time, out of the monies in their hands, by virtue of the trusts aforesaid, and as and when they shall think proper to pay and keep down all interest that now is, or hereafter shall become due and owing, upon the several mortgages hereinafter mentioned to have been made of the aforesaid real estates, or some part or parts thereof, or so much and such part of the same interest as shall be thought expedient, and to pay off and discharge the principal monies due on the same mortgages, respectively, or any part or parts thereof, in case, and when and as they the said trustees, for the time being, of the trust-premises, or any three or more of them, shall think proper: Provided always, that, in case any such dividend or dividends as aforesaid shall be made of the said monies, before all the creditors of the said *T. I.* by themselves, or their attornies or agents, shall have executed these presents, or a duplicate thereof, or have acceded thereto, as hereinafter is mentioned, the said trustees hereby appointed, or the trustees for the time being of the trust-premises, shall be at liberty to retain the rateable dividend of all, or any such creditor or creditors as shall not have so executed or acceded; AND in case the said trustees shall not retain the same, that they shall be at liberty, out of the first monies which afterwards come to their hands, in virtue of the trusts aforesaid, to pay such of the said creditors as shall afterwards so execute or accede a rateable dividend, according to the quantum of the respective debts of such creditors, before any further dividend shall be made, amongst the said creditors, parties

Proviso for retaining money for creditors, who have not come in.

hereto: PROVIDED also, that in case the said *T. I.* **CREDITORS.** shall be arrested, or if any action or actions shall be brought for recovering the possession of any of the hereditaments, estates, or effects hereby released and assigned, and covenanted to be surrendered, or any of them, or any part thereof, by or on account of any of the present creditors of the said *T. I.* and if, in any such case, the said trustees hereby appointed, or the trustees for the time being of the trust-premises, or any three or more of them shall think fit, to bail or procure bail for the said *T. I.* or contest the debt or debts, action or actions of such creditor or creditors, then, and in such case, they the said trustees hereby appointed, and the trustee for the time being of the trust-premises; and such person or persons, who now is or are, or at the instance and request of the same trustees, respectively, or any three or more of them, shall become bail for him the said *T. I.* shall be paid, and reimbursed and indemnified, by the same trustees respectively, by and out of the monies, from time to time to be by them received, in virtue of trusts aforesaid, all such sums, costs, charges, damages, and expences, as they shall respectively pay, sustain, and be put to, in consequence of their becoming such bail, or contesting such debt or debts, action or actions as aforesaid; and as to, for, and concerning all and singular, and so much and such part of the hereditaments and premises respectively hereinbefore mentioned to be hereby granted and released, demised and assigned, and covenanted to be surrendered as aforesaid, as shall remain vested in the said trustees, and not be sold or disposed of; and also all and singular the monies which may remain in the hands of the trustees for the time being of the trust-premises, and which shall not be applied for the purposes aforesaid, upon trust, that they the said *A. B.* and *C. D.* &c. or

Power of bailing the debtor, if arrested, and contest debts.

CREDITORS. the survivors, &c. do and shall stand seised and possessed, interested in, and entitled to the same respectively, in trust for and to convey, pay, assign, transfer, and make over the same, unto and to the use of the said *T. I.* his heirs, executors, administrators, and assigns, according to the nature and quality of the same premises, respectively, to and for his and their own use and benefit: AND it is hereby declared and agreed, &c. that it shall and may be lawful to and for them the said trustees hereby appointed, and the trustees for the time being, of the trust-premises, or any three or more of them, from time to time, by any writing under their, or any three of their hands, to nominate and appoint, as well the said *T. I.* as any other person or persons, to be and act as their agent or agents, in the management, cultivation, and improvement of the aforesaid real estates, and from time to time, by any such writing or writings, to discharge or dismiss the said *T. I.* or any such other person or persons from being such agent or agents as aforesaid; and so from time to time, when and so often as to the same trustees respectively, or any three or more of them, shall seem meet: AND this indenture further witnesseth, that, in pursuance of a compliance with the hereinbefore mentioned resolution and agreements of the said creditors, and for and in consideration of the conveyance and surrender hereinbefore mentioned to be hereby made, and covenanted to be made, by the said *T. I.* of his freehold, copyhold, leasehold, and personal estates as aforesaid; and also in consideration of the covenants hereinafter contained, on the part of the said *T. I.* they the said *A. B.* and *C. D.* &c. and the several other persons, parties hereto, and executing these presents, either personally, or by their attornies or agents, as creditors of the said *T. I.* have, and every of them hath given and granted, and by these presents do,

Power for
trustees to ap-
point attornies,
&c.

Further wit-
nesseth.

Letter of
licence.

and every of them doth give and grant, unto the CREDITORS. said *T. I.* full, free, and absolute liberty and license, according to his own will and pleasure, to go, come, pass, repass, and continue, to, from, and at all or any place or places, where the nature of his affairs may require, within the island of *Great Britain*, and to act for the better managing, improving, and cultivating his aforesaid estates, in the counties of — and —, under the inspection and controul of the trustees hereby appointed, and the trustees for the time being of the trust-premises, as hereinafter is mentioned, as they shall judge to be most conducive to the benefit of the said creditors, from time to time, from the — day of — last, until the — day of —, which will be in the year of our Lord —, or for such further or longer term as hereinafter is mentioned; and the said *A. B.* and *C. D.* &c. and the several other persons, parties hereto, as creditors executing these presents, by themselves, or by their attornies or agents, do hereby, for themselves, severally and respectively, and for their several and respective heirs, executors, administrators, and partners, and not any or one of them, for the other or others of them, his heirs, executors, administrators, partners, acts and deeds of any other or others of them, but each of them for himself, his heirs, executors, administrators, and partners acts and deeds only, covenant, promise, and agree, to and with the said *T. I.* his heirs, executors, administrators, and assigns, that they the said *A. B.* and *C. D.* &c. and the several other persons, parties hereto, or their respective heirs, executors, administrators, partner or partners, or any person or persons for them, respectively, or by the order, authority, assent, consent, or procurement of them, respectively, or their respective heirs, executors, administrators, partner or partners, shall not, nor will sue, arrest, pro-

CREDITORS. secute, molest, attach, detain, take in execution, imprison, or otherwise impede or incumber him the said *T. I.* or his goods, estate, or effects, in any manner, or upon any pretence whatsoever, before the — day of —, or such further time as hereinafter is mentioned. AND further, that if the said *A. B.* and *C. D.* &c. and the said other creditors, or any or either of them, their or any or either of their executors, administrators, partner or partners, shall so do, contrary to the true intent and meaning of these presents, that he the said *I. I.* his heirs, executors, and administrators, are and shall, and is and are, for ever, by these presents, clearly acquitted, exonerated, and discharged, of and from all actions, suits, debts, claims, and demands whatsoever, both at law and in equity, now due and owing from the said *I. I.* to him or them, by whom he the said *I. I.* or his estate and effects, shall be so sued, arrested, prosecuted, molested, attached, detained, taken in execution, or otherwise impeded or incumbered as aforesaid, at any time from the date hereof, until the said — day of —, —, or to such other time as hereinafter is mentioned; and that this present deed or letter of license shall and may be pleaded in bar to the said respective debts, and to any prosecution, suits or actions that shall be brought against the said *I. I.*'s personal estate, goods or chattels, as aforesaid, within the time aforesaid, as effectually as if he had a general release under the hands and seals of such creditors respectively for that purpose. AND the said *T. I.* doth hereby in pursuance of the said agreement aforesaid, and for and in consideration of the licence and liberty hereby given to him for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said *A. B.* and *C. D.* &c. and all the other creditors of him the said *T. I.* parties hereto, and to and with the respect-

Covenant by
debtor to state
a just account
of his affairs,

tive partners, and also to and with each and every **CREDITORS.** of them, and their and each and every of their executors, administrators and assigns, in manner following, (that is to say), that he the said *T. I.* shall and will, on or before the — day of — next, draw out and state a just, true, and exact account in writing, of all his estate and effects, as well real as personal, and of the several charges, outgoings and incumbrances affecting the same, and bring the said estate to a balance, and shall and will thereon, or on or before the said — day of —, deliver such account, after being signed by him, unto the said *A. B.* and *C. D.* &c. or such other person or persons as may hereafter be appointed trustee or trustees of the estates aforesaid as hereinafter is mentioned, or any three or more of them, respectively, and shall and will within three days next after the delivery of such account, make oath or affidavit of the truth before some one of the masters of the high court of chancery, or such other person as they the said trustees hereby appointed, or the trustees for the time being of the trust premises, or any three or more of them, respectively, shall, by writing under their respective hands, nominate and appoint for that purpose. **AND** further, that he the said *T. I.* shall and will, from time to time, and at all times during the aforesaid space of three years, and such enlarged term as hereinafter is mentioned, well and faithfully, to the utmost of his skill and ability, observe, perform and execute the orders, instructions and advice of them the said trustees hereby appointed, and the trustees for the time being of the trust premises, or any three or more of them respectively, touching the managing, cultivating, and improving, the aforesaid hereditaments and premises hereby granted and released, and covenanted to be surrendered as aforesaid; and also concerning the getting in and

And assist the trustees in the execution of these presents.

CREDITORS. receiving his personal estate and effects hereinbefore mentioned to be hereby assigned, according to the true intent and meaning of these presents. **AND** further, that he the said *T. I.* shall not, nor will at any time or times hereafter, convey, pay away, alienate, dispose, pledge, or incur any of his said real and personal estate and effects now belonging to him, or in which he hath any estate, use, or interest, on any account, or upon any pretence whatsoever, and shall not, nor will knowingly or willingly, do, commit, or suffer to be done or committed, any act, deed, matter, or thing whereby any of the creditors of him the said *T. I.* may obtain any security or securities for his, her, or their debt or debts, or any greater preference in point of security for payment thereof, or any part thereof, before any other or others of them, than they respectively now have. **AND** further, that he the said *T. I.* shall and will from time to time keep proper books of account relating to the estate and effects aforesaid, and all monies which may be entrusted or committed to his care, expenditure and management, by the trustees for the time being of the trust premises, and then make, or cause to be made, true and perfect entries of all his receipts, payments, and disbursements, and of all such other transactions and things as shall be requisite and necessary to show the true state and condition of the same estate and effects respectively, and of all matters and things committed to his care and management relating thereto; and also shall and will permit and suffer them the said trustees hereby appointed, and the trustees for the time being of the trust premises, and every of them, at their and each and every of their wills and pleasures, from time to time, and at all or any seasonable time or times in the day time, to inspect and examine the same books of account, and all other books, papers,

Debtor will
not incur
the property.

Will keep ac-
count of mo-
nies received
and paid.

and writings in the custody of the said *T. I.* relating to his said estate and effects, or any part thereof. And also shall and will from time to time, and at all times during the said term of three years, or such enlarged term as hereinafter is mentioned, attend the said trustees hereby appointed, and the trustees for the time being of the trust premises, or any three or more of them, or any person or persons, by writing under their hands, from time to time to be appointed for that purpose, and explain to them the said trustees hereby appointed, or the trustees for the time being of the trust premises, or any three or more of them, or the agent or agents appointed as aforesaid, all matters and things relating to the same estate and effects, and his management thereof, in such manner, and when, where, and as often as they, or any three or more of them, or the agent or agents to be appointed, shall think necessary and shall require, by writing under his or their hands or hand respectively. And also, shall and will from time to time, and in every month, if required by the said trustees hereby appointed, or hereafter to be appointed, or any three or more of them, by any writing under their or any three of their hands, report to them the said trustees respectively the true state and condition of the same estates and effects, of all accounts and other matters relating thereto, and of his the said *T. I.*'s receipts, payments, and other proceedings therein. And also, that he the said *T. I.* shall and will, if thereto required by the said trustees hereby appointed, or the trustees for the time being of the trust premises, or any three or more of them respectively, by any writing or writings under their or any three or more of their hands, verify the truth of such accounts by his the said *T. I.*'s oath or affidavit, to be made or sworn before one of the masters of the

CREDITORS.

 Attend upon
the trustees
when required.

CREDITORS. high court of chancery, or such other person as the said trustees hereby appointed, or the trustees for the time being of the trust premises, or any three or more of them, shall, by any writing or writings under their hands, nominate and appoint for that purpose. AND further, that he the said *T. I.* shall not, nor will before the — day of —, (unless before that term all his creditors, parties hereto, shall be paid their whole debts), by himself, or with any other person or persons whomsoever, become engaged or concerned in any other estate or estates, or be employed or concerned in the management or cultivation, inclosing, draining, or improving of any other estate or estates whatsoever, or undertake any adventure, or commercial transaction in trade or other business, nor become bound, or be bail or security for any person or persons whomsoever, without the consent and approbation of the said trustees hereby appointed, or the trustees for the time being of the trust-premises, or any three or more of them, in writing first had and obtained for that purpose. PROVIDED ALWAYS, and it is hereby declared, that in case all the creditors of the said *T. I.* who are parties hereto, shall not, before the — day of —, have received the whole of their debts now due from the said *T. I.* to the said creditors, it shall and may be lawful, to and for the said creditors, or a majority of them, as shall be present, by themselves, their partners, agents or attorneys, at a meeting to be had pursuant to a notice in writing, or letter to be given, sent, or left at the usual place of abode of the said creditors respectively, by the trustees hereby appointed, or the trustees for the time being of the said trust-premises, or any three or more of them for that purpose, and they are hereby empowered, at any time on or before the aforesaid — day of —, by writing under their respective hands and seals, or

Debtor will
not engage in
trade for a
given period.

Power to en-
large the time
for creditors to
come in.

the hand and seals of their respective agents, CREDITORS, partners or attornies, to extend and enlarge the time by these presents given, unto the said *T. I.* from the — day of —, to such further day or time as the majority of such creditors then present, by themselves, their agents, partners or attornies shall think fit, not exceeding the space of — calendar months, to be computed from the — day of —, during all which enlarged time the said *T. I.* and all and every the parties to these presents, shall and will observe, perform, fulfill, and keep all and every the covenants, clauses, provisos and agreements in these presents contained, in such or the like manner as if such enlarged day or time had been originally mentioned and expressed in these presents, instead of the — day of —. AND it is hereby further mutually agreed and declared, by and between all the said parties hereto, and each of them the said creditors, parties hereto, doth hereby for himself, his heirs, executors, administrators and partners, severally, but not jointly, covenant, promise and agree, to and with the said *T. I.* his executors and administrators, that in case the said *T. I.* shall and do well and truly, observe, perform, fulfill and keep, all and singular the covenants, clauses, conditions and agreements by him, in and by these presents, covenanted and agreed to be observed, performed, fulfilled and kept, then and in such case all the creditors of the said *T. I.* parties hereto, or their respective partners, executors or administrators, shall and will, upon the aforesaid — day of —, and in case the same day shall not be enlarged, then upon such enlarged day, notwithstanding they shall not have then received the whole of their respective debts, duly execute and deliver unto him the said *T. I.* legal general releases, thereby releasing and for ever discharging the said *T. I.* his heirs, executors or

Creditors to
give releases,
&c.

CREDITORS. administrators, from all the debts and sums of money now due and owing from him to such creditors respectively, and from all actions, suits, and remedies in law and equity, which they can or may have or maintain for recovery thereof, provided the said trustees hereby appointed, or the trustees for the time being, of the trust-premises, or any three or more of them, shall, after the end of the said term of three years, or such enlarged term as aforesaid, by writing under their hands, respectively certify and declare themselves satisfied with the conduct of the said *T. I.* PROVIDED always, and it is hereby expressly declared, &c. that if the said *T. I.* shall make default in performing all and every, or any of the covenants, clauses, stipulations and agreements hereinafter contained, and covenanted to be performed on his part, or if all the creditors of the said *T. I.* whose debts respectively amount to upwards of — (except such creditors who are possessed of other securities for their debts, and shall choose to rely thereon) shall not, by themselves, or by their respective attorneys or agents, thereunto legally authorised, duly execute these presents, or a duplicate thereof, or otherwise accede or agree to the terms thereof, within three calendar months next after the day of the date hereof, that then and in either of the said cases this present indenture, and the license and liberty, and every other article and cause, matter and thing herein contained, so far only as the same tends to restrain the said creditors from suing for and recovering, his, her, or their debt or debts, shall cease, determine, and be utterly void, to all intents and purposes whatsoever, any thing, &c. Provided also, that all such creditors as shall neglect or refuse to accede to and execute these presents, within — calendar months from the date hereof, shall be excluded from receiving or taking any benefit or advantage

If creditors do not come in, this deed to be void,

Creditors not coming in to be excluded.

whatsoever, under or by virtue of these presents, **CREDITORS.** and that the said trustees shall be at liberty from time to time to divide the estate and effects of the said *T. F.* amongst such of his creditors who shall accede to and execute these presents within the space of ——— calendar months, in exclusion of all other the creditors of the said *T. I.* who shall so neglect to execute these presents as aforesaid. But nevertheless, not to prevent the several mortgagees of the estate of the said *T. I.* to come in at any future time and execute these presents, for any such sum or sums of money as their said securities may prove deficient to answer and satisfy, provided such mortgagees respectively shall not in the mean time molest or disturb the said *T. I.* in the cultivation of his said estate, under the direction of his trustees, nor disturb any dividend that shall have been made before their executing these presents, contrary to the true intent and meaning hereof. PROVIDED also, and it is hereby declared and agreed, that any of the creditors of the said *T. I.* may be at liberty to execute these presents without prejudice to any other security which they may have for his, her, or their debt or debts, or any part thereof, any thing, &c. PROVIDED also, and it is hereby declared and agreed, by and between all and every the said creditors executing these presents, that no one of the said creditors shall be entitled to any part or share of the monies arising from the said estate and effects of the said *T. I.* until such time as every such creditor shall first have made affidavit or affirmation before one of the masters of the high court of chancery, or before some justice of the peace, that his debt is then due and owing, and shall produce and deliver such affidavit to the said trustees for the time being of the trust-premises, or to any three or more of them, any thing, &c. AND further, that in case any commission of

Creditors to
make oath of
their debts.

CREDITORS. bankrupt shall at any time hereafter, during the ——— said term of — years, or such enlarged time as aforesaid, be awarded against the said *T. I.* and in case any dividend shall have been made by the said trustees hereby appointed, or the trustees for the time being, of the trust premises, in pursuance of these presents, out of the monies which shall come to their hands, by virtue of the trusts aforesaid, prior to the issuing out of such commission, then and in such case, all and singular the creditors of the said *T. I.* parties hereto, shall prove their whole debts under such commission so to be sued out, (except only such part thereof as they shall or may receive respectively, otherwise than by virtue of the trusts hereby created,) and the dividends so to be by them respectively received prior to the suing out of such commission, shall be, and be considered and taken by them respectively, as and in lieu of a dividend to the like amount, to be made under the same commission. AND further, that at the end of every year, to be computed from the ——— day of ——— last, and so at the end of every succeeding year, or within — days from each of the said respective times, until all and every the trusts hereby created shall be fully performed, according to the true intent and meaning of these presents, there shall be a meeting had of the several creditors of the said *T. I.* at some convenient place within the city of ———, in order to inspect into and examine the several accounts of the said trustees hereby appointed, and the trustees for the time being of the trust premises, in relation to the estate and effects of the said *T. I.* and at which time and place the said trustees hereby appointed, and the trustees for the time being of the trust-premises, or some person or persons to be by them properly authorised for that purpose, shall attend and produce to the several creditors assembled at such

An annual meeting to be held of the creditors.

meeting, a full, true, and particular account of CREDITORS. all transactions in relation to the estate and effects of the said T. I. and otherwise give to the said creditors assembled, such satisfactory account thereof as they the said trustees hereby appointed, and the trustees for the time being of the trust-premises shall be able. [*Here clause for appointing new trustees, and clause for indemnifying trustees.*]

AND further, that it shall and may be lawful, to and for them, the said trustees hereby appointed, and the trustees for the time being of the trust-premises, or any three or more of them, and they have hereby full power and authority, at their discretion to compound and submit to arbitration, compromise, liquidate, settle and agree with, and discharge, and exonerate any person or persons whomsoever, for and in respect of any sum or sums of money, account or accounts, dealings and transactions, matters or things whatsoever, wherein the said T. I. now is, or at any time or times hereafter, or his the said trustees shall be any ways interested or concerned, any thing, &c. AND also, that it shall and may be lawful, to and for them the said trustees respectively, and their heirs, executors, and administrators, in the first place, by and out of the said trust monies and premises, to deduct, retain to, and reimburse himself and themselves respectively, all such sum and sums of money, costs, charges, damages and expences, as they or any of them shall or may advance, sustain, expend, or be put unto, for or by reason or means, or on account of any transactions or engagements which they or any of them shall transact or enter into, with a view to benefit the estate of the said T. I. or to facilitate a distribution thereof, according to the true intent and meaning of these presents, or for or by reason or means, or on account of all and every, or any of the trusts aforesaid, or

Power for
trustees to com-
pound debts.

CREDITORS. the management or execution thereof, or any
 ——— other act, transaction, matter or thing whatsoever, in any wise relating thereto. [Covenants for title by T. I. T. I. covenants not to resign his livings before the said debts are paid (except for promotion) and then to demise the new living; letter of attorney to receive debts. T. I. covenants not to release the debts, or revoke the power of attorney, without the consent of the trustees.] IN WITNESS, &c.

Release of Premises charged with several Annuities to Trustees, in Order to a Sale thereof, discharged therefrom, with Release from the Annuity, &c.

Parties.

THIS Indenture made the — day of —, in the year of our Lord —, in the — year of the reign of our sovereign lord, &c. Between the hon. sir S. S. knt. of the first part; dame L. P. of the parish of —, in the county of —, widow and relict of sir W. P. heretofore of the parish of —, in the county of —, bart, her late husband, which said dame L. P. is one of the three daughters and coheiresses of H. I. late of —, in the county of —, esq. deceased, and residuary legatee in his last will and testament, of the second part; E. B. of the said parish of —, esq. and B. P. late of the parish of —, in the said county of —, and now of the parish of — in the county of —, aforesaid, gent, survivors of the trustees named in the settlement made previous to, and in consideration of the marriage between the said sir W. P. and the said dame L. of the third part; the hon. A. Y. of —, in the county of —, widow and relict of the

right hon. *Y.* her late husband, deceased, which CREDITORS.
 said *A. Y.* is another of the three daughters and —————
 coheiresses of the said *H. I.* and another residuary
 legatee in his last will and testament, of the fourth
 part; the hon. and rev. *I. Y.* fifth son of the said
P. late earl of —, sir *G. H.* of —, in the
 county of —, bart. and the rev. *I. I.* trustees
 named in the settlement made previous to, and in
 consideration of the marriage of the said *C. Y.*
 with the said *A. Y.* of the fifth part; *W. C.* of
 —, in the parish of —, in the said county of
 —, esq. and *E. H.* his wife, the other of the
 three daughters and coheiresses of the said *H. I.*
 and the other residuary legatee in his last will and
 testament, of the sixth part; *I. A.* of —, in the
 said county of —, esq. and *B. A.* of —
 aforesaid, esq. survivors of the trustees named in
 the settlement made previous to, and in considera-
 tion of the marriage of the said *W. C.* with the
 said *H. C.* of the seventh part; *T. G.* of the
 parish of —, within the liberty of —, in the
 county of —, aforesaid, gent. and *M.* his wife,
 late *M. A.* the only surviving sister and heir of
I. A. late of —, in the parish of —, in the
 county of — esq. deceased, of the eighth part;
I. S. of —, esq. of the ninth part; *E. A.* late of
 —, aforesaid, and now of —, in the county
 of —, aforesaid, widow and relict of the said
I. A. and a devisee in his last will and testament,
 of the tenth part; *I. C.* of —, in the county of
 —, esq. sole executor of the last will and testa-
 ment of *M. C.* his late wife, deceased, heretofore
M. B. spinster, who was sole executrix of the last
 will and testament of *I. R.* late of —, aforesaid,
 otherwise —, in the said county of —,
 deceased, of the eleventh part; *W. W.* of —, in
 the said county of —, esq. of the twelfth part;
 and *C. L.* of —, in the said county of —,
 esq. and *I. K.* of —, in the same county, esq.

CREDITORS. of the thirteenth part. WHEREAS by indentures
 ——— of lease and release, bearing date respectively the —
 Recital of lease and release. and — days of —, in the year of our Lord
 —, and made, or expressed to be made between
 the said *I. A.* of the one part, and the said *H. I.*
 of the other part, in consideration of the sum of
 —, paid, and agreed to be paid by the said
H. I. in manner therein mentioned, he the said
I. A. did grant, bargain, sell, alien, release, and
 confirm, to the said *H. I.* the manor of —, with
 the rights, members, and appurtenances thereof,
 in the counties of — and —, or one of them,
 and all the freehold messuages, cottages, mills,
 farms, lands, rents, tenements, and hereditaments,
 situate, lying, and being in the said counties of
 — and —, therein, and hereinafter mentioned
 and described, and intended to be hereby granted
 and released, with their appurtenances, To hold
 the same unto and to the use of the said *H. I.*
 his heirs and assigns, subject to a proviso or con-
 dition in the same indenture of release contained,
 that if the said *I. A.* his heirs, executors, or ad-
 ministrators, did and should pay, or cause to be
 paid, unto the said *H. I.* his executors, adminis-
 trators, or assigns, the sum of —, on or at the
 days or times therein mentioned, and long since
 past, then the said *H. I.* his heirs or assigns, should
 and would reconvey the said hereditaments and
 premises unto the said *I. A.* his heirs or assigns, or
 as he or they should direct or appoint; AND
 whereas, by a deed-poll or instrument, in writing,
 bearing date the said — day of —, and indorsed on
 an indenture dated the — day of —, *R. H.*
 therein described, did, for the considerations
 therein mentioned, by the direction of the said
I. A. assign the said manor, messuages, cottages,
 mills, farms, lands, tenements, rents, heredita-
 ments, and premises, with their appurtenances,
 unto the aforesaid *I. R.* his executors, adminis-

trators, and assigns, for and during the residues **CREDITORS.**
 and remainders of two several terms of — years
 and — years, which were then to come, and un-
 expired therein, respectively, in trust for the said
H. I. his heirs and assigns, and to attend and wait
 upon the freehold and inheritance of the said pre-
 mises, respectively, but subject to the proviso for
 redemption of the said premises, in the said inden-
 ture of release contained; and by the same deed-
 poll, or instrument, in writing, *R. T.* of —, in
 the said county of —, gent. sole executor of
D. T. gent. deceased, did, for the consideration
 therein mentioned, by the like direction of the said
I. A. assign, the said manor, and several of the said
 messuages, lands, tenements, hereditaments, and
 premises, unto the aforesaid *W. W.* his executors,
 administrators, and assigns, for all the residue and
 remainder of a term of — years, which was then
 to come, and unexpired therein, in trust also for
 the said *H. I.* his heirs and assigns, to wait upon
 and attend the freehold and inheritance of the
 said premises, but subject likewise to the aforesaid
 proviso or condition for redemption of the said
 premises; and whereas the said *I. R.* died in the
 year of our Lord —, having made and publish-
 ed his last will and testament, in writing, and
 thereof appointed the aforesaid *M. B.* sole execu-
 trix, who proved his said will in the prerogative
 court of the archbishop of —. **AND** whereas
 the said *M. B.* afterwards intermarried with the
 aforesaid *I. C.* and is since dead, having, with his
 consent, made and published her last will and
 testament, in writing, and appointed the said *I. C.*
 sole executor thereof, who proved the same in the
 said prerogative court. **AND** whereas, the said *H. I.*
 made, signed, and published his last will and
 testament, in writing, in the presence of three
 credible witnesses, who attested the same in his
 presence, bearing date the — day of —, in the

Recital of a
will.

CREDITORS. year of our Lord —, and thereby amongst other things willed and bequeathed all his money and effects, whether the same should consist in bonds, mortgages, public funds, or otherwise, at the time of his death, and also his real and personal estate, unto the said sir S. S. and C. G. then of — in the said county of —, esq. but since deceased, the whole and every part thereof to be by them held on special trust, for the sole purposes and uses therein and hereinafter in part mentioned and appointed them executors of his said will, and after giving to his wife *L. I.* an annuity of —, during her life, in lieu of dower, and an annuity of —, to his sister, during her life, or so long as she should continue unmarried, and giving several specific and pecuniary legacies, as to all the rest and residue of his estate, (after setting a proper fund for payment of the annuities aforesaid, and paying and discharging all his debts and legacies whether the same should be real or personal; and also all his monies and effects, whether the same should consist in public funds, stocks, mortgages, bonds, or other public or private securities, (except as therein excepted,) he willed that the same should go to, and be divided into three equal parts or shares, amongst his three daughters, the aforesaid *L. P.* and *E. H.* share and share alike to each of them. AND whereas, the said *H. I.* afterwards departed this life without revoking or altering his said will, leaving the said *L. I.* his wife, and his said three daughters, *L. P.* and *E. H.* his coheiresses at law; and the said sir S. S. and C. G. proved the said will in the aforesaid prerogative court. AND whereas, by a deed-poll or instrument, in writing, bearing date the — day of —, in the year —, wrote or indorsed on the back of the aforesaid indenture of release of the — day of —, the said sir S. S. and C. G. did, at the request, and by the direction of the said

Bequest to trustees upon trust.

Recital of deed poll indorsed on the said indenture

L. P. (then *L. I.*) assign one third part of the said **CREDITORS** principal sum of —, and the interest to grow — due for the same, unto the aforesaid *H. S. E. B. R. P.* and *I. A.* their executors, administrators, and assigns, upon the trusts, and for the purposes declared and expressed thereof, by and in an indenture quadripartite, bearing even date with the said deed-poll or instrument, in writing, and made between the said sir *W. P.* of the first part; the said *L.* then *L. I.* of the second part; the said sir *S. S.* and *C. G.* of the third part; and the aforesaid *H. S. E. B. R. P.* and *I. A.* of the fourth part; (being the settlement made and executed previous to, and in consideration of the marriage then intended, and soon afterwards had and solemnized between the aforesaid *W. P.* and the said *L.* (then *L. I.*) in and by which said indenture quadripartite, it is declared and agreed, by and between the said parties thereto, that the receipt or receipts of the trustees should be unto all and every the mortgagor or mortgagors, or his or their heirs, executors, and administrators, good and sufficient discharges for so much money as should be truly mentioned or expressed therein to be received. AND whereas, by another deed-poll or instrument, in writing, bearing date the — day of —, in the said year —, and also wrote or indorsed on the back of the said indenture of release of the — day of —, the said sir *S. S.* and *C. G.* did, at the request, and by the direction of the said *A.* then *A. I.* assign another third part of the said sum of —, and interest become due for the same, unto the aforesaid *I. Y.* sir *W. P.* since deceased, sir *G. H.* and *I. I.* upon the trusts, and for the purposes declared and expressed thereof, by and in another indenture quadripartite, dated the — day of the same year, and made, or expressed to be made between the said *C. Y.* of the first part; the said *A.* (then *A. I.*) of the second

Recital of
another deed-
poll.

CREDITORS. part; the said fir *S. S.* and *C. G.* of the third part; and the said *I. Y.* fir *W. P.* (since deceased,) fir *G. H.* and *I. I.* of the fourth part, (being the settlement made and executed previous to, and in consideration of the marriage then intended, and soon afterwards had and solemnized between the said *C. Y.* and *A.* (then *A. I.*) in which said last mentioned indenture quadripartite, is also contained a declaration and agreement, that the receipt and receipts of the said trustees, or the survivors of them, should be, unto all and every the mortgagor and mortgagors, or his or their heirs, executors, and administrators, good and sufficient discharges for so much money as should be therein mentioned, or expressed to be received. **AND** whereas, by another deed-poll or instrument, in writing, bearing date the — day of —, in the year of our Lord —, likewise wrote or indorsed on the back of the said indenture of release of the — day of —, the said fir *S. S.* (the said *C. G.* being then dead,) did, at the request, and by the direction of the said *H. D.* (then *H. I.*) assign the other third part of the said sum of —, and the interest to become due for the same, unto the aforesaid *I. A. B. A.* and *I. A.* upon the trusts, and for the purposes declared and expressed thereof, in and by an indenture quadripartite, bearing even date with the said same deed-poll or instrument, and made, or expressed to be made between the said *W. C.* of the first part; the said *H. D.* (then *H. I.*) of the second part; the said fir *S. S.* of the third part; and the said *I. A. B. A.* and *I. A.* of the fourth part, being the settlement made and executed previous to and in consideration of the marriage then intended, and soon afterwards had and solemnized between the said *W. C.* and *H. D.* (then *H. D. I.*); and in the same indenture quadripartite is likewise contained a declaration and agreement, that the receipt and receipts of the said

Recital of
another deed-
poll.

trustees, should be unto all and every the mortga- **CREDITORS.**
 gor and mortgagors, or his or their heirs, execu-
 tors and administrators, good and sufficient dis-
 charges for so much money as should be therein
 mentioned or expressed to be received. AND
 whereas, the said sir *W. P. C. Y. H. S.* and
I. A. severally died some time since. AND whereas,
 the said *I. A.* being entitled to the said manors,
 messuages, cottages, mills, farms, lands, tene-
 ments, rents and hereditaments in the said counties
 of — and — in fee simple, subject to the
 aforesaid mortgage for the said sum of — and
 interest, and being also seised of several copyhold
 or customary messuages, lands, tenements, and
 hereditaments in the said counties of — and
 —, which lie intermixed with the said freehold
 premises, some of them in tail, and others of them
 to him and his heirs, according to the custom of
 the said manors, and being likewise seised in fee
 simple of the several manors, rectory, messuages,
 cottages, mills, farms, lands, tenements and he-
 reditaments hereinafter mentioned, situate at and
 near — aforesaid, in the said county of —,
 then subject to two rent-charges, which are since
 determined, and also to three mortgages which
 had been made of the same hereditaments and
 premises, or some parts thereof, for the sums of
 —, —, and —, he the said *I. A.* duly made,
 signed, and published his last will and testament
 in writing, bearing date on or about the — day
 of the aforesaid month of —, and there-
 by gave and devised unto his wife the said *E. A.*
 party hereto, and his the said testator's brother-
 in-law *I. P.* since deceased, all and every his ma-
 nors, messuages, cottages, mills, farms, lands,
 tenements and hereditaments, wood, wood-
 grounds, tithes, &c. credits, and real estate what-
 soever, either in possession, reversion, remainder,
 or expectancy, situate and being in the counties

CREDITORS. of — and —, or any of them, or elsewhere, — both freehold and copyhold, with their rights, members, and appurtenances, to hold the same unto, and to the use of his said wife and brother-in-law *I. P.* and their assigns, during their lives, and the life of the longest liver of them, and after their deceases, and the decease of the survivor of them, he the said testator thereby willed and directed, that his said freehold and copyhold estates should descend and go to his heirs at law, subject to the annuities and mortgages that should be charged thereon at the time of his death. **AND** whereas, the said *I. A.* soon after died without issue, not having revoked or altered his said will, leaving the said *E. A.* his widow, and the said *M. G.* his only surviving sister and heir. **AND** whereas, by indenture bearing date the — day of —, in the year of our Lord —, made, or expressed to be made, between the said *E. A.* of the first part; the said *T. G.* and *M.* his wife of the second part; and the aforesaid *I. S.* of the third part; the said *E. A.* for herself, and the said *T. G.* for himself and the said *M.* his wife, did covenant and agree with the said *I. S.* that they would, before the end of the then present Easter term, in due form of law, acknowledge and levy unto the said *I. S.* and his heirs, and one or more fine or fines, *sur consueance de droit come ceo* of the said manors, rectory, messuages, lands, tenements, tithes and hereditaments in the said county of —, and also of the said manor of —, and the aforesaid several freehold messuages, cottages, mills, farms, lands, tenements and hereditaments in the said counties of — and —; and it was thereby declared and agreed, that such fine and fines, when levied, should be and enure to the use, intent, and purpose, that the said *E. A.* and her assigns, should and might, from Michaelmas then last, receive and take, during her life, one ad-

Recital of so.
venant to levy
a fine.

nuity or yearly rent-charge of £ —, to be issuing ~~CREDITORS.~~
 out of all and singular the manors, hereditaments,
 and premises, and payable to her or her assigns,
 by four equal quarterly payments, on or at the
 days or times therein mentioned, clear of all de-
 ductions, and to the further use, intent, and pur-
 pose, that the said *E. A.* and her assigns, should
 and might, from the death of *E. W.* therein
 named (and who is since dead), receive and take,
 for the life of her the said *E. A.* an additional
 annuity, or yearly rent-charge of £ —, to be
 also issuing out of the said hereditaments and
 premises, and payable to her, or her assigns, by
 quarterly payments, on or at the days or times
 therein specified, clear of all deductions, and to
 the further use, intent and purpose, that the said
E. A. and her assigns, should and might, from
 the death of *A. C.* therein named (and who is
 also since dead), receive and take, for and during
 the life of her the said *E. A.* a further annuity or
 yearly rent-charge of £ —, to be likewise issuing
 out of the same hereditaments and premises, and
 payable to her or her assigns, by quarterly payments,
 on or at the days or times therein expressed, clear
 of all deductions, with the usual powers of dis-
 tress and entry, and for recovering and obtaining
 payment of the said annuities or rents-charge,
 respectively, when in arrear, and subject to the
 said annuities or rents-charge, and the remedies
 for the same, to the use of the said *I. S.* his exe-
 cutors, administrators, and assigns, for the term
 of — years, from thenceforth next ensuing, and
 fully to be complete and ended, without impeach-
 ment of waste, in trust for the better securing the
 payment of the said annuities, or yearly rent-
 charges, as they should respectively become due,
 to the said *E. A.* in manner before mentioned;
 and from and after the expiration, or other sooner
 determination of the said term, and subject as

CREDITORS. aforeſaid, to the uſe of the ſaid T. G. and assigns, for his life; and, after his deceaſe, to uſe of the ſaid M. G. and her assigns, for her life and after the ſeveral deceaſes of the ſaid T. G. M. his wife, to the uſe of ſuch perſon and ſons; and for ſuch eſtate and eſtates, intents and purpoſes, as the ſaid T. G. and M. his wife, any deed or deeds, writing or writings, to be then duly executed and attesteſt, in the preſence of two or more credible witneſſes, ſhould direſt, limit, or appoint the ſame, or any part thereof either with or without power of revocation; and for want of ſuch direſtion, limitation or appointment, to the uſe of the ſaid M. G. her heirs and assigns, for ever. AND the ſaid E. A. for herſelf and the ſaid T. G. for himſelf and the ſaid M. his wife, did thereby ſeverally covenant, promiſe, and agree, to and with the ſaid I. S. his heirs and assigns, that they the ſaid E. A. T. G. and M. his wife, or their heirs, would, before the — day of —, then next, ſurrender into the hands of the reſpective lords of the manors of whom the ſame were ſeverally holden, all the copyhold or customary meſſuages, lands, tenements, and hereditaments, late of the ſaid I. A. ſituate within or held of the manors therein and hereinafter mentioned, or any of them, with their appurtenances, to the uſe of the ſaid I. S. his heirs and assigns, in truſt for the better ſecuring the payment of the ſaid annuities or rents-charge, and every of them, as they ſhould become due, to the ſaid E. A. and her assigns, in manner therein and hereinbefore mentioned; and from and after the deceaſe of the ſaid E. A. and the payment of the ſaid annuities, or rents-charge, and every of them, and all arrears thereof, and all coſts and charges relating thereto, then upon truſt that the ſaid I. S. his heirs and assigns, ſhould ſurrender all the ſaid copyhold or customary meſſuages,

Recital of covenant to ſurrender copyholds.

ands, tēnements, hereditaments and premises, ~~creditors.~~
 with the appurtenances, to the use of such person
 and persons, and for such estate or estates, and to
 and for such uses, intents and purposes, as they
 he said T. G. and M. his wife, by any deed or
 deeds in writing or writings to be by them duly
 executed and attested, should direct, limit, or
 appoint the same, or any part thereof, either
 with or without power of revocation, and for
 want of such direction, limitation, or appoint-
 ment, to the use of the said T. G. and M. his
 wife, and of the heirs and assigns of the said
 T. G. for ever, according to the respective customs
 of the said several manors. AND whereas, a fine Recital of fine
levied.
sur connuissance de droit come ceo was acknowledged
 and levied by the said E. A. and T. G. and M. his
 wife, before the justices of his majesty's court of
 common pleas at Westminster, in Easter term,
 in the said year of —, unto the said I. S. and
 his heirs, of all the said freehold manors, rectory,
 messuages, cottages, mills, farms, lands, tene-
 ments, rents, and hereditaments, with their ap-
 purtenances, in the said county of —, pursuant
 to the covenant in the said last in part recited in-
 denture for that purpose contained. AND whereas,
 the said T. G. paid the said several sums of —
 and —, in satisfaction and discharge of the
 mortgages which had been made of the said
 hereditaments and premises, in the said county of
 — or some parts thereof, for the like sums of
 — and —, as hereinbefore mentioned. AND
 whereas, the estate tail which the said M. G. on the
 death of the said S. B. her brother, without issue,
 became entitled to, of, and in such of the said
 copyhold or customary messuages, lands, tene-
 ments, and hereditaments, as had been entailed,
 was in due form barred and destroyed, and all the
 same copyhold or customary messuages, lands,
 tenements, and hereditaments, and all other the

CREDITORS. said copyhold or customary messuages, lands, tenements, and hereditaments, late of the said *I. A.* were, by the said *T. G.* and *M.* his wife, afterwards surrendered, according to the customs of the said manors respectively, to the use of the said *M. G.* for life, and, after her decease, to the use of the said *T. G.* for life; and after the several deceases of the said *T. G.* and *M.* his wife, to the use of such person and persons, and for such estate and estates, intents and purposes, as the said *T. G.* and *M.* his wife, by any deed or deeds, writing or writings, to be by them duly executed and attested, should direct, limit, declare, or appoint the same, or any part thereof, either with or without power of revocation; and for want of such direction, declaration, limitation, or appointment as aforesaid, then to the use of the said *M. G.* and her heirs, charged with the payment, in the first place, of the said three annuities, or rent-charge, to the said *E. A.* for her life; and the said *M. G.* was thereupon admitted tenant to the said copyhold premises, to hold to her for her life, with such remainders, and subject to such charges as aforesaid.

Recital of lease
and release.

AND whereas, by indentures of lease and release, the lease, bearing date the day next before the day of the date of the release; and the release being tripartite, bearing date the — day of —, in the year of our Lord —, made, or mentioned to be made, between the said *T. G.* and *M.* his wife, of the first part; *W. L.* of —, in the said county of —, esq. (only son and heir apparent of *R. L.* then of — aforesaid, esq. (but since dead,) of the second part; and the aforesaid *C. L.* and *J. K.* of the third part, after reciting therein the said indentures of lease and release, of the — and — days of —, and the said indenture of the — day of —, and the fine levied in pursuance thereof; and that a marriage was then intended

to be had and solemnized between the said *W. L.* CREDITORS. and *M. G.* one of the daughters of the said *T. G.* and *M.* his wife; and that upon the treaty it had (amongst other things,) been agreed, that the said *T. G.* should advance the sum of —, as and for the portion of the said *M. G.* his daughter, and that the sum of —, (part thereof,) should be raised by sale of the freehold and copyhold lands and hereditaments thereafter mentioned to be thereby released, and covenanted to be surrendered, and that the said sum of —, should, within the space of — years from the day of the date of the said indenture now in recital, be paid and applied in discharge of the sum of —, due from the said *R. L.* unto *T. H.* of —, in the county of —, esq. and secured, by way of mortgage thereof, in fee, upon certain lands and hereditaments, the estate of the said *R. L.* situate in the parish of —, (which, upon the said treaty, had been agreed to be settled upon the said *W. L.* in strict settlement;) and further reciting, that the said *T. G.* and *M.* his wife, in order to the more speedy payment, as well of the said —, in discharge of the said mortgage, to the said *T. H.* as of the aforesaid sum of —, due to the representatives of the said *H. I.* deceased, had determined to vest the said manor, and freehold and copyhold lands and hereditaments thereafter mentioned, in the said *C. L.* and *I. K.* in trust to make sale thereof, and to apply the money arising by such sale to the purposes aforesaid, and in other the manner thereafter expressed, and hereinafter mentioned. It is witnessed, that in pursuance and exercise of the power and authority, enabling the said *T. G.* and *M.* his wife, in such manner as in the said indenture of the — day of —, was mentioned, and by force and virtue of all other powers and authorities, to them the said *T. G.* and *M.* his wife,

CREDITORS. or either of them, appertaining, they the said
----- *T. G.* and *M.* his wife, did, by the now reciting indenture of release, duly executed and attested, jointly direct, limit, and appoint, that the said manor of -----, and the said several messuages, cottages, mills, farms, lands, tenements, rents, and hereditaments, situate, lying, and being in the said counties of ----- and -----, should be and remain; and that the said fine, so levied of the said premises, (amongst others,) as aforesaid, should, as, to, for, and concerning the several premises mentioned to be thereby granted and released, be and enure, and that the conuzee in the same fine, and his heirs, should stand and be seised of the several premises thereafter mentioned, being part and parcel of the premises therein comprised, to the uses, upon the trusts, and for the intents and purposes thereafter expressed and declared, and hereinafter mentioned, concerning the same; and by the same indenture they the said *T. G.* and *M.* his wife, did grant, bargain, sell, alien, release, and confirm, unto the said *C. L.* and *I. K.* all the said freehold manors, messuages, cottages, mills, farms, lands, tenements, rents, and hereditaments, in the said counties of ----- and -----, with their appurtenances, to hold the same unto, and to the use of the said *C. L.* and *I. K.* their heirs and assigns, for ever, upon the trusts, and for the intents and purposes thereafter declared or expressed, and hereinafter mentioned concerning the same; and after reciting therein the said surrenders, so made by the said *T. G.* and *M.* his wife, of the said several copyhold or customary messuages, lands, tenements, and hereditaments, to the uses aforesaid, the said *T. G.* and *M.* his wife, did, by the said now reciting indenture, in pursuance and exercise of the power and authority enabling them, in such manner as in the said several surrenders were men-

tioned, and by force and virtue of all other powers CREDITORS. and authorities to them, or either of them, appertaining, jointly direct, limit, and appoint, that all and every the messuages, lands, tenements, and hereditaments, comprised in the said surrenders, respectively, should be and remain, and that the same surrenders should enure to the use of the said C. L. and I. K. and their heirs, upon the trusts, and for the intents and purposes thereafter expressed and declared, and hereinafter mentioned concerning the same; and the said T. G. for himself, and the said M. his wife, and their heirs, thereby covenanted with the said C. L. and I. K. their heirs and assigns, that they the said T. G. and M. his wife, would, whenever they should be thereunto required by the said C. L. and I. K. their heirs or assigns, in due form of law, surrender all the said copyhold or customary messuages, lands, tenements, and hereditaments, with their appurtenances, unto and to the use of the said C. L. and I. K. their heirs and assigns, for ever, or of such other person or persons, his, her, and their heirs, as the said C. L. and I. K. should direct and appoint, according to the custom of the same manors, respectively, upon the trusts, and for the intents and purposes thereafter expressed and declared, and hereinafter mentioned concerning the same: AND it is thereby declared and agreed, by and between all and every the parties thereto, that the said C. L. and I. K. and their heirs, should stand and be seised of, and interested in the said manor of —, and all the said freehold and copyhold messuages, cottages, mills, farms, lands, tenements, rents, hereditaments, and premises, thereby appointed, granted, and released, and covenanted to be surrendered, and that the grant, release, limitation, direction, and appointment thereby made, and the fine therein mentioned to be levied, and the said

CREDITORS. Several surrenders therein mentioned to be made as aforesaid, should severally be and enure to the use of the said *C. L.* and *I. K.* their heirs and assigns for ever, upon trust, with all convenient speed, to make sale and dispose of the aforesaid manor of —, and the said several freehold and copyhold messuages, cottages, mills, farms, lands, tenements, rents, and hereditaments, with the appurtenances, either intirely, and together or in parcels, for the most money, and the best price and prices that they could get for the same, and pay, apply, and dispose of all the money arising by such sale or sales, in the manner and for the purposes therein and hereinafter mentioned, (that is to say,) in the first place, (after deducting all charges and expences incident to such sale or sales,) to pay, satisfy, and discharge the said sum of —, due and owing unto the representatives of the said *H. I.* deceased, on the aforesaid mortgage, and then to pay and apply the sum of —, in satisfaction and discharge of the said sum of —, so due unto the said *T. H.* from the said *R. L.* by mortgage of part of the said estate of the said *R. L.* at — aforesaid: AND upon further trust, that they the said *C. L.* and *I. K.* or the survivor of them, his heirs, executors, administrators, or assigns, should lay out and invest the residue and surplus of the money arising by such sale or sales, (if any) which should remain, and not be applied in or for payment of the said two several sums of — and —, or of the costs, charges, and expences attending the execution of the trusts thereby in them reposed, upon real or government securities, or parliamentary funds, at interest, and from time to time to call in such money lent on securities, as to make sale of the said parliamentary funds, and place and lend out the money so to be called in, and to arise by such sale out again, upon the like securities or funds, at interest: AND it is

thereby declared and agreed, that the said *G. L. creditors.*
and *I. K.* and the survivor of them, his executors
and administrators, should stand and be possessed
of and interested in the said last-mentioned trust-
monies, funds or securities, upon trust, to pay,
apply, assign, and dispose thereof, to such person
and persons, for such estate and interest, upon such
trusts, and for such intents and purposes, and in
such manner as they the said *T. G.* and *M.* his
wife, by any deed or deeds, writing or writings,
to be by them duly sealed and delivered, and
attested, in the presence of two or more credible
witnesses should jointly direct, order, or appoint
the same, or any part thereof, either with or with-
out power of revocation; and for want, or in de-
fault of such direction, order, or appointment;
and as to all such part and parts thereof, whereof
there should be no such direction, order, or ap-
pointment, in trust for the survivor of them the
said *T. G.* and *M.* his wife, his or her executors,
administrators, and assigns, to and for his, her, and
their own use and benefit, absolutely; and for
ever; and upon further trust, in the mean time;
and until such direction, order, and appointment
should be made to pay unto, or permit or suffer
the interest and dividends of the said trust-monies
and securities, or of so much and such part thereof,
whereof no such direction, order, or appointment
should have been so made, to be received by the
said *T. G.* during the joint lives of the said *T. G.*
and *M.* his wife, to and for his own use and
benefit: AND it is thereby further declared, and
expressly agreed, that the receipt or receipts of
the said *G. L.* and *I. K.* or the survivor of them,
or his heirs, under his or their hand or hands,
respectively, should be a sufficient discharge to the
purchaser or purchasers of the premises, or any
part thereof, and to his, her, and their respective
heirs, executors, administrators, and assigns, for so

~~CREDITORS~~ much of the said purchase-money, for which such receipt or receipts should be given; and that after such receipt or receipts the said purchaser or purchasers, his, her, or their heirs, executors, administrators, and assigns, should not be answerable or accountable for any loss, misapplication, or non-application of the said purchase-money, or any part thereof. AND whereas, the said T. G. and M. his wife, being desirous that the said manor of —, and the said several freehold messuages, cottages, mills, farms, lands, tenements, rents, and hereditaments, situate, lying, and being in the said counties of — and —, should be legally and effectually vested in the said G. L. and I. K. in fee simple; and that as well the said manors of —, and the said several freehold messuages, cottages, mills, farms, lands, tenements, rents, and hereditaments, situate in the said counties of — and —, as the aforesaid copyhold or customary messuages, lands, tenements, hereditaments, and premises, should be sold and disposed of according to the intent and meaning of the said hereinbefore in part recited indenture, of the — day of —, and the said manor, rectory, messuages, cottages, mills, farms, lands, tenements, and hereditaments, in the said county of —, being of the clear yearly value of —, or thereabouts, and abundantly sufficient for the answering and paying the aforesaid annuities, or yearly rent-charge of £ —, £ —, and £ —, to the said E. A. during her life, she the said E. A. in order to facilitate the sale of the said manor of —, and the said several freehold and copyhold messuages, cottages, mills, farms, lands, tenements, rents, and hereditaments, in the said counties of — and —, hath, at the request and desire of the said T. G. and M. his wife, consented that the remainder of the said term of — years, in the freehold manors, messuages, cottages, mills, farms,

lands, tenements, rents, and hereditaments, in the said counties of — and —, should be extinguished, and not to take, use, or pursue any ways, means, or methods, for recovering, obtaining, or compelling payment of the said annuities, or yearly rents-charge of £—, £—, and £—, or any of them, or any part thereof, out of the said freehold and copyhold manor, messuages, cottages, mills, farms, lands, tenements, rents, and hereditaments, or any of them, in the said counties of — and —, or in anywise molest, interrupt, or disturb the said C. L. and J. K. or either of them, their, or either of their heirs or assigns, or any other person or persons, who is, are, or shall be or become owner or owners, occupier or occupiers, tenant or tenants of the said manor of —, and freehold and copyhold premises, or any of them, in the said counties of — and —, in the possession and enjoyment of the same manor and premises, or any of them, or in the receipt of the rents and profits thereof; but, nevertheless, so as that the right of her the said E. A. to have, receive, and take all the said several, or yearly rents-charge of £—, £—, and £—, out of and from the manors, rectory, messuages, cottages, mills, farms, lands, tenements, hereditaments, and premises, in the said county of —, or any of the powers and remedies in and by the said indenture of the — day of —, given or provided for recovering or obtaining payment of the said annuities, or yearly rents-charge of £—, £—, and £—, or any of them, out of the said hereditaments, situate in the said county of —, shall not be thereby any ways extinguished, prejudiced, or affected: AND whereas, all interest for the said sum of —, hath been paid to the day of the date of these presents: Now therefore this indenture witnesseth, that for and in consideration of the sum of —,

CREDITORS,

Indenture witnesseth.

CREDITORS, of lawful money of *Great Britain*, to the said *E. B. R. P.* and *I. A.* lord bishop of —, sir *G. H. I. I. I. A.* and *B. A.* with the consent and by the direction of the said dame *L. P. R. Y.* and *W. C.* and *H. D.* his wife, (testified by their severally being parties to and sealing and delivering these presents,) well and truly paid by the said *T. G.* at or immediately before the sealing and delivering these presents, in the shares or proportions following, (that is to say) the sum of —, part thereof, by the direction of the said dame *L. P.* testified as aforesaid to the said *E. B.* and *R. P.* the sum of —, other part thereof, (by the direction of the said *A. Y.* testified as aforesaid,) to the said —, lord bishop of —, sir *G. H. I. I. I. A.* and the sum of —, residue thereof, (by the direction of the said *W. C.* and *H. D.* his wife, testified as aforesaid,) to the said *I. A.* and *B. A.* the payment and receipt of which said sum of —, in the shares or proportions aforesaid, they the said *E. P. R. P.* lord bishop of —, sir *G. H. I. I. I. A.* and *B. A.* do hereby severally acknowledge, and thereof, and of and from the same, and every part thereof, they the said *E. B. R. P.* and *I. A.* lord bishop of —, sir *G. H. I. I. I. A.* and also the said sir *S. S.* dame *L. P. A. Y. W. C.* and *H. D.* his wife, do, and each and every of them doth acquit, release, and discharge the said *T. G.* his heirs, executors, and administrators for ever, by these presents; and also for and in consideration of the sum of — a-piece, of like lawful money, to the said sir *S. S.* dame *L. P. A. Y. W. C.* and *H. D.* his wife, *I. S.* and *T. G.* and *M.* his wife, well and truly paid by the said *C. L.* and *I. K.* at or immediately before the sealing and delivering these presents, the receipts whereof are hereby acknowledged, and for extinguishing the aforesaid term of — years, they the said sir *S. S.* dame *L. P. A. Y.* and *W. C.* and *H. D.* his

wife, and *I. S.* at the request and by the direction CREDITORS.
of the said *E. A. T. G.* and *M.* his wife, testified —————
by their severally being parties to, and sealing
and delivering these presents, have, and each and
every of them hath (according to their respective
estates and interest in the premises) bargained,
sold, assigned and released, and by these presents Grant and re-
lease.
do, and each of them doth, according to such
their respective estates and interests as aforesaid,
bargain, sell, assign and release, and the said
T. G. and *M.* his wife have, and each of them
hath, granted, bargained, sold, aliened, released
and confirmed, and by these presents do, and
each of them doth, grant, bargain, sell, alien,
release and confirm, unto the said *C. L.* and *I. K.*
(in their actual possession now being by virtue of
a bargain and sale to them thereof made by the
said sir *S. S.* dame *L. P. A. Y.* and *W. C.* and
H. D. his wife, *T. G.* and *M.* his wife, in conside-
ration of ——— a-piece to each of them, paid by
indenture bearing date the day next before the
day of the date of these presents, for the term of
one whole year, commencing from the day next
before the day of the date of the same indenture
of bargain and sale, and by force of the statute
made for transferring uses into possession) and
their heirs, all that the said manor of ———,
with the rights, members and appurtenances
thereof, in the said counties of ——— and ———, or
one of them, and all and singular the messuages,
cottages, mills, farms, lands, tenements, rents
and hereditaments whatsoever, to the said manor
of ———, belonging or appertaining, or accepted,
reputed, taken, used, occupied or enjoyed, as
part, parcel, or member of the said manor, or as
belonging thereunto, and also all and singular the
freehold messuages, cottages, mills, farms, lands,
rents, tenements, and hereditaments whatsoever,
heretofore of *T. A.* gent. deceased, late grand-

CREDITORS. father of the aforesaid *I. A.* deceased, which were
 — formerly the estate of *N. A.* esq. late uncle of the
 said *T. A.* deceased, or either of them, and late the
 estate and inheritance of the said *I. A.* situate, lying,
 and being in the several towns, parishes, fields,
 precincts, bounds and territories of — and
 —, or any of them, in the said county of —,
 and in the several towns, parishes, fields, pre-
 cincts, bounds and territories of —, otherwise
 — and —, in the said county of —, or any
 of them, and also all and singular other the ma-
 nors, messuages, cottages, mills, farms, lands,
 tenements, rents and hereditaments whatsoever,
 whereof or wherein the said *T. A.* deceased, or
 any person or persons in trust for him, at the
 time of the execution of the said indenture of the
 — day of —, had any estate of freehold or
 inheritance, situate, lying and being in or near
 the several towns, parishes, fields, precincts,
 bounds and territories aforesaid, or any of them,
 or elsewhere in the said counties of — and —,
 or either of them, together with all houses, out-
 houses, edifices, buildings, barns, stables, dove
 coats, gardens, orchards, yards, back-sides, com-
 mons, common of pasture, feedings, heaths,
 moors, marshes, wastes, waste ground, woods,
 wood-grounds, underwoods, trees, mounds,
 fences, ways, waters, water courses, courts leet,
 courts baron, views of frankpledge, perquisites
 and profits of courts, heriots, fines, amercia-
 ments, goods and chattels of felons and fugitives,
 waifs, estrays, deodands, chief rents, quit rents,
 and other rents, services, royalties, jurisdictions,
 franchises, liberties, privileges, easements, pro-
 fits, commodities, emoluments, hereditaments,
 and appurtenances whatsoever, to the said manor,
 messuages, cottages, mills, farms, lands, tene-
 ments and hereditaments, respectively belonging
 or appertaining, or therewith, or with any of

General words.

them, or with any part or parts of them, held, **CREDITORS.**
 used, occupied or enjoyed, or reputed, or taken
 as part, parcel, or member thereof. AND also all
 that, &c. &c. [*other premises*] and all other the
 messuages, lands, tenements and hereditaments,
 late of the said *T. A.* which were formerly the
 estate of the said *W. T.* and purchased of him by
 the trustees of the said *T. A.* deceased, situate in
 the precincts or territories of — and — aforesaid,
 and the reversion and reversions, remainder and
 remainders, yearly and other rents, issues and
 profits, of all and singular the said manor, here-
 ditaments and premises hereinbefore released or
 mentioned, or intended so to be, and all the
 estate, right, title, interest, term of years yet to
 come and unexpired, use, trust, property, pos-
 session, claim and demand whatsoever, of them
 the said *fir S. S. dame L. P. A. Y. W. C. and*
H. D. his wife, *I. S.* and *T. G.* and *M.* his wife, and
 each and every of them, of, into, or out of the
 same manor, hereditaments and premises, and
 every or any of them, and every or any part or
 parcel thereof. TO HAVE AND TO HOLD all and
 every the said manor, messuages, cottages, mills,
 farms, lands, tenements, rents, hereditaments
 and premises hereby released or mentioned, or
 intended so to be, with their rights, members
 and appurtenances, unto the said *C. L.* and *I. K.*
 and their heirs, to the only use of the said *C. L.*
 and *I. K.* their heirs and assigns for ever, upon
 the trusts, and for the intents and purposes here-
 inafter declared and expressed, of and concerning
 the same, and for the consideration aforesaid, and
 the more effectually conveying and assuring the
 said manor, messuages, cottages, mills, farms,
 lands, tenements, rents, hereditaments and pre-
 mises hereby released or mentioned, or intended
 so to be, with their appurtenances, unto the said
C. L. and *I. K.* and their heirs, upon the trusts

To hold upon
 trusts after
 mentioned.

CREDITORS. and for the intents and purposes hereinafter declared and expressed, of or concerning the same, and the said dame *L. P.* and *A. Y.* for themselves severally, and the said *W. C.* for himself, and the said *H. D.* his wife, and the said *T. G.* for himself, and the said *M.* his wife, and their heirs, do hereby severally promise and agree, to and with the said *C. L.* and *I. K.* and their heirs, that they the said dame *L. P.* *A. Y.* *W. C.* and *D.* his wife, and *T. G.* and *M.* his wife, shall and will, before the end of this present Easter term, or some other subsequent term, at the costs and charges of the said *T. G.* and *M.* his wife, or one of them, in due form of law, acknowledge and levy, before his Majesty's justices of the Court of Common Pleas at *Westminster*, unto the said *C. L.* and *I. K.* and the heirs of the said *C. L.* a fine, [upon acknowledgement of right as those and so forth] whereupon proclamation shall be had and made, according to the statute in that case made and provided, and the usual course of fines for assurance of lands and tenements in like cases used and accustomed, of the said manor, messuages, cottages, mills, farms, lands, tenements, rents, hereditaments and premises hereby released, or mentioned or intended so to be, with their appurtenances, by such names, quantities, qualities and descriptions, as shall be sufficient to ascertain and comprise the same. And it is hereby expressly agreed and declared, between and by all the said parties hereto, that the said fine so to be acknowledged and levied as aforesaid, and all and every other fine and fines whatsoever heretofore acknowledged and levied, or hereafter to be acknowledged and levied, of the said manor, messuages, cottages, mills, farms, lands, tenements, rents, hereditaments and premises hereby released, or mentioned or intended so to be, or any of them, or any part or parts

Covenant to
levy a fine.

of them, or any of them, by or between the said **CREDITORS**, parties to these presents, or any of them, or whereunto they or any of them are or shall be parties or privies, shall, as to, for, and concerning all and every the said manor, messuages, cottages, mills, farms, lands, tenements, rents, hereditaments, and premises hereby released, which are or shall be comprised in such fine or fines as aforesaid, with their appurtenances, be, and enure and be adjudged, deemed, construed and taken to be, and enure, to the use of the said *C. L.* and *I. K.* their heirs and assigns for ever, upon such trusts, and for such intents and purposes as are hereinafter declared and expressed, of and concerning the same hereditaments and premises, and the said *sir S. S.* for himself, his heirs, executors and administrators, and the said *dame L. P.* for herself, her heirs, executors and administrators, and the said *A. Y.* for herself, her heirs, executors and administrators, and the said *W. C.* for himself, his heirs, executors and administrators, and the said *I. S.* for himself, his heirs, executors and administrators, do, and each and every of them doth, severally and respectively, and not jointly, or the one for the other or others of them, or for the acts and deeds of the heirs, executors, or administrators of the other or others of them, but each of them for himself and herself, and for his and her own acts and deeds, heirs, executors and administrators only, covenant, promise, grant and agree, to and with the said *C. L.* and *I. K.* their heirs and assigns, by these presents, that they the said *sir S. S.* *dame L. P.* *A. Y.* *W. C.* and *H. D.* his wife, and *I. S.* or any of them, have not and hath not, at any time heretofore, made, done, committed or executed, or wittingly or willingly permitted, or suffered, any act, deed, matter or thing whatsoever, whereby or where-

CREDITORS. with, or by reason or means whereof the said
 _____ manor, messuages, cottages, mills, farms, lands,
 tenements, rents, hereditaments and premises
 hereby released, or mentioned or intended so to
 be, or any of them, or any part or parcel thereof,
 are or is, or may, can, or shall be any ways im-
 peached, charged, affected or incumbered, in
 title, estate, or otherwise howsoever. **AND** this
 indenture witnesseth, that for the consideration
 aforesaid, and of the sum of —, of such lawful
 money as aforesaid, to the said *I. C.* well and
 truly paid by the *C. L.* and *I. K.* at or immedi-
 ately before the sealing and delivering these pre-
 sents, the receipt whereof is hereby acknowledged,
 he the said *I. C.* by the order and direction of the
 said sir *S. S.* dame *L. P. A. Y. W. C.* and *H. D.*
 his wife, *E. A.* and *T. G.* and *M.* his wife, and
 upon the acceptance of the said *C. L.* and *I. K.*
 (testified as aforesaid) hath bargained, sold, as-
 signed, surrendered, yielded and given up, and
 by these presents doth bargain, sell, assign, sur-
 render, yield and give up, unto the said *C. L.*
 and *I. K.* and their assigns, all and every the said
 manor, messuages, cottages, farms, lands, tene-
 ments, rents, hereditaments and premises, which
 by and in the aforesaid deed-poll or instrument in
 writing, of the — day of —, were, by the
 said *R. H.* assigned, or mentioned to be assigned,
 to the said *T. R.* his executors, administrators and
 assigns, for the then residues and remainders of the
 said two several terms of — and — years as aforesaid,
 with their appurtenances, and all the estates,
 right, title, interest, terms of years yet to come
 and unexpired, claim and demand whatsoever,
 of him the said *I. C.* of, into, or out of the said
 manor, messuages, cottages, mills, farms, lands,
 tenements, rents, hereditaments, and premises,
 and every or any of them, and every part or parts
 thereof, to the end and intent that the residues

Assignment of
 term to merge.

and remainders of the said terms of — and CREDITORS.
 — years, may severally become and be merged —
 and extinguished in the estate of freehold of the
 same premises hereinbefore by these presents con-
 veyed to and vested in, or mentioned or intended
 to be conveyed to and vested in, the said *C. L.*
 and *I. K.* and the said *I. C.* doth hereby for him-
 self, his heirs, executors and administrators, CO-
 venant, promise and agree, to and with the said
C. L. and *I. K.* their heirs and assigns, that he
 the said *I. C.* hath not, at any time hereto-
 fore, made, done, committed or executed,
 or wittingly or willingly permitted or suffered,
 any act, deed, matter or thing whatsoever, where-
 by or wherewith, or by reason or means whereof,
 the said manor, messuages, cottages, mills, farms,
 lands, tenements, rents, hereditaments and pre-
 mises hereby by him assigned or surrendered, or
 mentioned and intended so to be, or any of them,
 or any part or parts thereof, are or is, or may,
 can, or shall be any ways impeached, charged,
 affected or incumbered, in title, estate, or other-
 wise howsoever. AND this indenture also wit-
 nesseth, that for the consideration aforesaid, and
 of the sum of —, of like lawful money, to the
 said *W. W.* well and truly paid by the said *C. L.*
 and *I. K.* at or immediately before the sealing
 and delivering these presents, the receipt whereof
 is hereby acknowledged, he the said *W. W.* by
 the order and direction of the said sir *S. S.* dame
L. P. A. Y. W. C. and *H. D.* his wife, *E. A.* and
T. G. and *M.* his wife, and upon the acceptance
 of the said *C. L.* and *I. K.* (testified as aforesaid)
 hath bargained, sold, assigned, surrendered,
 yielded and given up, and by these presents doth
 bargain, sell, assign, surrender, yield and give
 up, unto the said *C. L.* and *I. K.* and their
 heirs, all and every the aforesaid manor, messu-
 ages, cottages, mills, farms, lands, tenements,

Covenant from
 trustee of term
 that he has
 done no act to
 incumber.

Assignment of
 another term
 to merge.

CREDITORS. tents, hereditaments and premises, which by and ——— in the said deed-poll or instrument in writing, of the ——— day of ———, were by the said *R. H.* assigned, or mentioned to be assigned, to the said *W. W.* his executors, administrators and assigns, for the then residue and remainder of the aforesaid term of ——— years, with their appurtenances, and all the estate, right, title, interest, term of years yet to come and unexpired, claim and demand whatsoever, of him the said *W. W.* of, into, or out of the same manor, messuages, cottages, mills, farms, lands, tenements, rents, hereditaments, and premises, and every or any of them, and every or any part or parts thereof, to the end and intent that the residue and remainder of the said term of ——— years, may also become and be merged and extinguished, in the immediate estate of freehold of the said hereditaments and premises hereinbefore by these presents conveyed to, and vested in, or mentioned, or intended to be conveyed to, and vested in the said *C. L.* and *I. K.* as aforesaid. **AND** the said *W. W.* doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said *C. L.* and *I. K.* their heirs and assigns, that he the said *W. W.* hath not at any time heretofore, made, done, committed, or executed, or wittingly or willingly, permitted or suffered any act, deed, matter, or thing, whatsoever, whereby or wherewith, or by reason or means whereof the said manor, messuages, cottages, mills, farms, lands, tenements, rents, hereditaments and premises, hereby by him assigned or surrendered, or mentioned, or intended so to be, or any of them, or any part or parts, thereof, are, or is, or may, can, or shall be any ways impeached, charged, affected, or incumbered, in title, estate, or otherwise, howsoever. **AND** this indenture likewise witnesseth, that for the better enabling the said

C. L. and *I. K.* and the survivor of them, and their CREDITORS.
 heirs, to sell and dispose of the said copyhold or ————
 customary messuages, lands, tenements, and hereditaments, in the said counties of ———— and ————,
 according to the true intent and meaning of the
 aforesaid indenture of the ———— day of ————, and
 of these presents, he the said *I. S.* at the request
 and desire of the said *E. A. T. G.* and *M.* his
 wife, (testified in manner aforesaid) hath remised,
 released, and for ever quitted claim, and by these
 presents doth for himself, and his heirs, remise,
 release, and for ever quit claim unto the said *E. A.*
 and *T. G.* respectively, and their respective heirs,
 executors, and administrators, the covenants and
 agreements in the said indenture of the ———— day
 of ————, on the parts of the said *E. A.* and *T. G.*
 respectively contained for surrendering the said
 copyhold and customary messuages, lands, tene-
 ments, and hereditaments therein and hereinbefore
 mentioned, to the use of the said *I. S.* and his
 heirs, upon the trusts, and for the intents and pur-
 poses therein and hereinbefore mentioned, of, or
 concerning the same premises, to the end and in-
 tent that the said covenants and agreements may
 become and be of no force or effect, and all the
 said copyhold or customary messuages, lands, te-
 nements, hereditaments and premises, be for ever-
 more freed, exonerated, and discharged, of and
 from all and every the trusts mentioned, declared,
 or expressed, of or concerning the same, in and by
 the said indenture of the ———— day of ————. AND
 the said *T. G.* for himself, his heirs, executors,
 and administrators, and for the said *M.* his wife,
 and her heirs, doth covenant, promise, and agree,
 to and with the said *C. L.* and *I. K.* their heirs
 and assigns, by these presents, that they the said
T. G. and *M.* his wife, or the heirs of the said
M. G. shall and will at the costs and charges of the
 said *T. G.* on or before the ———— day of ————,

CREDITORS. next ensuing, or at the next court or courts to be held for the respective manors of —, the rectory of —, with — temple, — otherwise —, in — and — the great, otherwise — and —, in the said counties of — and —, or one of them, surrender, or cause, or procure to be well and sufficiently surrendered, according to the custom of the said manors respectively, into the hands of the respective lords of the manors aforesaid, all and every the messuages, lands, tenements, and hereditaments whatsoever, of them the said *T. G.* and *M.* his wife, or either of them, holden of the said manors respectively by copies of court-roll, and which were heretofore of the said *J. A.* deceased, or of any other person or persons in trust for him, with their and every of their rights, members, and appurtenances, and the reversion and reversions, remainder and remainders thereof, and all the estate, right, title, interest, equity, claim, and demand whatsoever, of them the said *T. G.* and *M.* his wife, or either of them, of, in, and to the same premises, every or any part or parcel thereof, to the use of the said *C. L.* and *J. K.* their heirs and assigns, or to the use or uses of such person or persons as shall contract or agree with the said *C. L.* and *J. K.* or the survivor of them, or his heirs, to become the purchasers thereof, respectively. **Trust to sell.** AND it is hereby expressly declared and agreed, by and between the said *C. L.* and *J. K.* and the said *T. G.* and *M.* his wife, and the true intent and meaning of them, and of these presents is, that they the said *C. L.* and *J. K.* and their heirs, shall (by force and virtue of the hereinbefore in part recited indenture of the — day of —, and of the several directions and appointments thereby made, and of this present indenture of release, and the grant and release thereby made, and of the said fine and surrenders hereinbefore covenanted to be levied and made of

the said hereditaments and premises) respectively, **CREDITORS.**
stand and be seised of the said manor, and all and every the said freehold and copyhold, or customary messuages, cottages, mills, farms, lands, tenements, rents, hereditaments, and premises hereby respectively released and covenanted to be surrendered, with their appurtenances, upon such trusts, and for such intents and purposes as are hereinafter mentioned, expressed, and declared, of and concerning the same, (that is to say) upon trust, that they the said C. L. and I. K. or the survivor of them, or his heirs, do and shall with the consent of the said T. G. and M. his wife, or the survivor of them, or the heirs of such survivor, make sale and dispose of the aforesaid manor of —, and all the said freehold and copyhold messuages, cottages, mills, farms, lands, tenements, rents and hereditaments, with the appurtenances in the said counties of — and —, either entirely and together, or in parcels, or any part or parcel thereof, unto any person or persons who shall be willing to become the purchaser or purchasers of the same premises respectively, for the most money, and the best price and prices that can be reasonably had or gotten for the same, and do and shall pay, apply, and dispose of all money arising by such sale or sales, in manner, and for the purposes hereinafter mentioned, (that is to say) in the first place (after deducting all charges and expences incident to such sale or sales, which they respectively are hereby authorized and impowered to deduct, pay, and retain,) to pay unto the said T. G. his executors, administrators, or assigns, the sum of —, of lawful money of *Great Britain*, in lieu and satisfaction of, and for the said like sum of —, so paid by him the said T. G. to the said H. S. E. B. R. P. I. A. lord bishop of —, sir G. H. I. I. I. A. and B. A. in the shares or proportions, and in manner hereinbefore mentioned, with interest

CREDITORS. for the same sum of —, from the date of these presents, at the rate of £— for £—, for a year, and afterwards to pay and apply the sum of —, of the like lawful money, other part of the money arising by the sale of the same premises, in satisfaction and discharge of the like sum which is due and owing to the said *T. H.* on or by virtue of the mortgage on part of the estate heretofore of the said *R. L.* deceased, and now of the said *W. L.* his son, lying and being at — aforesaid, in the said county of —, and then to pay to the said *T. G.* his executors, administrators, or assigns, the several sums, of —, —, and —, in lieu and satisfaction, of and for the like sums of —, —, and —, paid by the said *T. G.* as hereinbefore mentioned, in discharge of the aforesaid mortgages which had been made of the said hereditaments and premises in the said county of —, or some parts thereof, and were subsisting incumbrances thereon at the death of the said *I. A.* AND it is hereby agreed and declared, by and between the said *C. L.* and *I. K.* and *T. G.* and *M.* his wife, that the said *C. L.* *I. K.* and the survivor of them, and the executors, administrators, and assigns, of such survivor, shall stand and be possessed of, and interested in all the residue or overplus of the money which shall arise by such sale of the said premises, and which shall remain after paying and discharging the said sum of — and — and the interest thereof, respectively, and the said several sums of —, —, and —, and the costs and charges in, about, or relating to the execution of the said trust, upon such and the like trusts, and for such and the like ends, intents, and purposes, as are in and by the aforesaid indenture of the — day of —, declared and expressed, of or concerning the residue or surplus of the money arising by such sale or sales as aforesaid; for such of the same trusts, intents, or purposes as

shall be then subsisting or capable of taking effect. CREDITORS. PROVIDED ALWAYS, and it is hereby declared and agreed, by and between all the said last mentioned parties, that in the mean time, and until the said hereditaments and premises shall be sold as aforesaid, a sufficient part of the rents and profits of such and so many of them as shall from time to time remain unsold, shall be applied and disposed of, in, and for paying and discharging the interest of the said several sums of — and —, when such interest shall from time to time become due and payable, and that the residue of the said rents and profits shall belong to, and be received and taken by such person or persons as for the time being would be entitled thereto, if these presents had not been made and executed. AND for promoting and facilitating the sale of all and singular the premises aforesaid, it is hereby further declared and expressly agreed, by and between all and every the last named parties hereto, and the true intent and meaning of them, and of these presents is, that the receipt or receipts of the said C. L. and and I. K. or the survivor of them, or his heirs, signed with their or his hands or hand, shall be a sufficient discharge and sufficient discharges to the purchaser or purchasers of the premises, or any part thereof, and to his, her, and their respective heirs, executors, administrators, and assigns, for so much of the said purchase money for which such receipt or receipts shall be so given and signed as aforesaid, and that after the giving and signing such receipt or receipts, the said purchaser or purchasers, his, her, or their heirs, executors, administrators, and assigns, shall not be answerable or accountable for any loss, misapplication, or non-application of the sum or sums of money which in or by such receipt or receipts shall be acknowledged or expressed to be received, or any part thereof. Provided always, and it is hereby declared

CREDITORS. and agreed, that the said *C. L.* and *I. K.* shall not, nor shall either of them, or the heirs, executors, or administrators of either of them be answerable for any money to be received, by virtue of, or under the trusts hereby in them reposed, any otherwise, than each person for such sum and sums of money as he shall actually possess or receive, and that neither of them shall be answerable or accountable for the acts, receipts, neglects, or defaults of the other of them, but each of them for his own acts only, (their joining in receipts for conformity sake, notwithstanding,) nor for any loss which may happen in the said trust estate, without their respective wilful default; and also that they the said *C. L.* and *I. K.* and their respective heirs, executors, and administrators, shall and may out of the rents, issues, and profits of the premises hereby vested in them, in trust to be sold as aforesaid, or the money arising by sale thereof, retain and reimburse themselves and himself, all costs, charges, and expences that they respectively shall or may sustain, or be put unto, in, or about the execution of the trusts hereby in them reposed, and the said *E. A.* doth hereby for herself, her heirs, executors, and administrators, covenant, promise, and agree to and with the said *C. L.* and *I. K.* their heirs and assigns, that the said *E. A.* or her assigns, shall not, nor will in case of the non-payment of the aforesaid annuities or yearly rent-charge of £—, £—, and £—, or any of them, or any part of them, or any of them, distrain or enter on, or cause or procure any distress or entry to be made on the said manor, messuages, cottages, mills, farms, lands, tenements, rents, hereditaments, and premises in the said counties of — and —, or any of them, or any part or parts thereof, or bring, prosecute, or carry on any action or actions, suit or suits, against the said *C. L.* and *I. K.* or either of them,

their, or either of their heirs or assigns, or any **CREDITORS.** other person or persons who is, are, or shall be or ——— become owner or owners, occupier or occupiers, tenant or tenants, of the said freehold and copyhold premises, in the said counties of ——— and ———, or any of them, or any part thereof, for recovering, obtaining, or compelling payment of the aforesaid annuities, or yearly rents-charge of £——, £——, and £——, or any of them, or any part of them, or any of them, or in any wise, molest, interrupt, or disturb the said C. L. and J. K. or either of them, their, or either of their heirs or assigns, or any other person or persons, who is, or are, or shall be or become the owner or owners, occupier or occupiers, tenant or tenants of the said freehold and copyhold premises in the said counties of ——— and ———, or any of them, or any part or parts of them, in the possession or enjoyment of the same freehold and copyhold premises, or any of them, or any part or parts of them, or in the receipt of the rents and profits of them, or any of them. PROVIDED ALWAYS, and it is hereby expressly declared between and by the said T. G. and M. his wife, and the said E. A. and their true intent and meaning nevertheless is, that these presents or any thing herein contained shall not extinguish or defeat, or in any wise prejudice or effect, or be deemed or construed to extinguish, defeat, prejudice, or affect the right, title, or claim of her the said E. A. and her assigns, to have, receive, and take the same annuities, or yearly rents-charge of £——, £——, and £——, and each of them, out of, and from the manors, rectory, messuages, cottages, mills, farms, lands, tenements, hereditaments, and premises in the said county of ———, during her life, or any of the powers, trusts, or remedies, by and in the said hereinbefore in part recited indenture of the ——— day of ———, given or pro-

FOR SALE. vided for recovering, obtaining, or compelling
 ——— payment of the said annuities or yearly rents-charge of £——, £——, and £——, or any of them, but that the said *E. A.* and her assigns, may and shall have, take, use, exercise, and pursue, all such ways, means and methods for recovering, obtaining, and compelling payment of the said annuities, or yearly rents-charge of £——, £——, and £——, and each of them, out, of, and from the said manors, rectory, messuages, cottages, mills, farms, lands, tenements, hereditaments, and premises in the said county of ———, or the rents or profits thereof, or from the owner or owners, occupier or occupiers, tenant or tenants, of the same hereditaments and premises, or any of them, in such and the same manner, to all intents and purposes whatsoever, as she the said *E. A.* or her assigns, might, or could have done in case these presents had not been made and executed. In WITNESS, &c.

Release of Estates mortgaged in Order that the same may be sold; with Declaration as to outstanding Terms; and Covenant to surrender Copyholds.

Parties.

THIS Indenture made the — day of —, in the year of our Lord Christ —, and in the — year of the reign of our sovereign lord, &c. Between *I. N.* of —, in the parish of —, in the county of —, gent. of the first part; *I. P.* of —, in the said county of —, and *W. W.* the younger, of the same place, gent. of the second part; the rev. *T. W.* of —, in the said county

of —, clerk, of the third part; and *M. D.* of **FOR SALE.**

— afore said, of the fourth part; whereas by certain indentures of lease and release, bearing date respectively on or about the — and — days of —, which was in the year of our Lord —, and made, or mentioned to be made between the said *T. W.* and *R. T.* of —, in the county of —, afore said, gent. therein mentioned, (his trustee,) of the one part, and the said *I. N.* of the other part, it was witnessed, that in consideration of the sum of —, paid by the said *I. N.* to the said *T. W.* and for other the considerations therein mentioned, the said *T. W.* did grant, bargain, sell, release, and confirm, and the said *R. T.* did bargain, sell, alien, release, and confirm, unto the said *I. N.* and his heirs, (with the manor of —, and other hereditaments therein mentioned,) the messuages or tenements, closes, lands, and hereditaments, hereinafter particularly mentioned and described, and intended to be hereby granted and released, to hold the same, with the appurtenances, unto and to the use of the said *I. N.* his heirs and assigns, for ever, subject to a proviso therein contained for redemption of the said premises, on payment by the said *T. W.* his heirs, executors, or administrators, to the said *I. N.* his executors, administrators, or assigns, of the sum of —, with interest for the same, as therein is mentioned, on a day and time therein appointed, and long since past, as in and by the said indentures of lease and release, reference being thereunto respectively had, will more fully and at large appear. **AND** whereas the said principal sum of —, and interest for the same, was not paid to the said *I. N.* at the day and time mentioned and appointed for payment thereof, in and by the said hereinbefore recited indenture of release, whereby the estate and interest of the said *I. N.* of and in the said hereditaments and premises, became absolute in law. **AND**

Recital of an indenture of mortgage.

And that the money was not paid,

whereby the estate became absolute.

FOR SALE.

And a further indenture for conveying the equity of redemption of said mortgaged premises.

whereas by certain indenture or indentures of lease and release, bearing date respectively the — and — days of —, which was in the year of our Lord —, and made, or mentioned to be made between the said *T. W.* and *R. T.* of the one part, and the said *I. P.* and *W. W.* (therein mentioned to be his trustee,) of the other part, reciting the said hereinbefore recited indentures of lease and release, to the purport and effect hereinbefore recited, and reciting that the said *T. W.* then stood seised of, or entitled to the equity of redemption of and in (amongst other hereditaments therein mentioned,) the messuage, closes, lands, and hereditaments, hereinafter particularly mentioned and described, and intended to be hereby granted and released, subject to the payment of the said sum of —, and interest, and also reciting that there was then a large arrear of interest due to the said *I. N.* and also reciting that the said *T. W.* then stood indebted to the said *I. P.* in his own right, and in the right of *M.* his wife, as executrix, of *M. S.* deceased, upon divers bonds, and notes, made by the said *T. W.* to the said *M. S.* and to the said *I. P.* solely, or to him jointly with *I. E.* esq. and for money paid by the said *I. P.* for the said *T. W.* in divers principal sums, amounting together to the sum of —, and for the interest thereof in £—, making together £—, exclusive of £— lent by the said *I. P.* to the said *T. W.* on bond, and other security, on the — day of —, then last, and also reciting that the said *I. M.* having required payment of the interest due to him on the said £—, the said *T. W.* had applied to the said *I. P.* and requested him to pay the same, and as well to secure the repayment thereof, as the payment of the said sum of —, to the said *I. P.* had offered and proposed to convey to the said *I. P.* and to the said *W. W.* as his trustee, and to their heirs, the equity of redemption, among other lands and

tenements of the said hereditaments and premises, FOR SALE.
 upon the trusts therein and hereinafter mentioned,
 and to execute a bond to the said *I. P.* for pay-
 ment in six months, of the said sum of —, and
 the interest so agreed to be paid, and which should
 be paid by the said *I. P.* to the said *I. N.* and that
 the said *I. P.* had, at the request, and for the ac-
 commodation of the said *T. W.* consented to accept
 the proposal so as therein and hereinbefore men-
 tioned to be made to him, and to pay to the said
I. N. all arrears of interest of the said sum of
 —, to the — day of —, then last past, and that
 the said *T. W.* had thereupon in part perform-
 ance of the said proposal and agreement, by his
 bond and obligation of even date herewith, be-
 come bound to the said *I. P.* in the sum of —,
 with a condition to be void on payment of the
 said sum of —, and the said sum so due, and
 which should be paid by the said *I. P.* to the said
I. N. with interest for the same, after the rate of
 — per cent, for such sums respectively, on the
 — day of — then next: It is by the in-
 denture now in recital witnessed, that in pursuance, It is witnessed,
 and further performance and execution of the
 said proposal and agreement, and in consideration in considera-
 of the said sum of —, due from the said *T. W.* tion of, &c.
 and of the interest to be by the said *I. P.* paid to
 the said *I. N.* at the request, and for the proper
 debt of the said *T. W.* and to the intent to vest
 and assure the equity of redemption in the said
 premises, in the said *I. P.* and *W. W.* and to
 enable them to sell and dispose of the same, for
 the purposes therein and hereinafter mentioned,
 and for other the considerations therein expressed,
 the said *T. W.* did grant, bargain, sell, release,
 and confirm, and the said *R. T.* (at the request
 and direction,) did bargain, sell, release, and con-
 firm, unto the said *I. P.* and *W. W.* (amongst
 other hereditaments and premises therein men-

FOR SALE. tioned,) the messuages or tenements, closes, lands,
——— and hereditaments, therein and hereinafter particularly mentioned and described, and intended
Habendum. to be hereby granted and released; To hold the same, with the appurtenances, unto and to the use of the said *I. P.* and *W. W.* their heirs and assigns, subject to the said mortgage thereinbefore recited to have been made by the said *T. W.* to the said *I. N.* for securing the repayment of the said principal sum of ———, and interest, upon and for the trusts, intents, and purposes thereinafter expressed and declared, and hereinafter in part mentioned; and for the considerations therein and hereinbefore mentioned, and the better to effectuate the purposes of the said deed of release, he the said *T. W.* did thereby require and direct the said *I. N.* upon payment of the principal and interest due to him to convey and assign the premises to the said *I. P.* and *W. W.* or the survivor of them, or his heirs, or to such persons as they or he should direct: and it was declared that the said *I. P.* and *W. W.* and the survivor of them, and his heirs, should stand and be seised, and possessed of, and interested in the said hereditaments and premises, upon trust, that the said *I. P.* and *W. W.* or the survivor of them, or his heirs, should, as soon as conveniently might be, of their and his own proper authority, given to him or them by the indenture now in recital, and independent of, and without any regard to any further direction, consent, or approbation, of the said *T. W.* in writing, or otherwise, absolutely sell and dispose of the said hereditaments and premises, with their appurtenances, either alone or in parcels, for the most money, and best price or prices that could be reasonably got for the same, and should pay and apply the surplus of the money arising from the sale or sales of the said hereditaments and premises, after payment of the principal and interest to grow

due on the said mortgages, in the manner¹ and for the purposes therein and hereinafter mentioned and declared. AND it is thereby declared that all such deeds, conveyances, and assurances, as should be made and executed by the said *I. P.* and *W. W.* or the survivor of them, or his heirs, to the purchaser or purchasers of the said manor, lordship, hereditaments, and premises, thereby directed to be sold, or any part or parts thereof, without the direction and concurrence of the said *T. W.* and his heirs, should be valid and effectual in law, to such purchaser or purchasers respectively, and all and every other person or persons claiming, by, from, through, or under him, as such deeds, conveyances, and assurances, would be if the said *T. W.* should join therein, and duly execute the same, and that such purchaser or purchasers, and all and every other person or persons claiming, by, from, through, or under him, them, or any of them, should be entitled to have, hold, and enjoy all such of the said hereditaments and premises as should be so sold and conveyed, or assured to such purchaser or purchasers respectively, by the said *I. P.* and *W. W.* or the survivor of them, or his heirs, as aforesaid, against the said *T. W.* and his heirs, and all and every other person and persons claiming by, from, through, or under, or in trust for him, them, or any of them, freed, acquitted, and for ever discharged, of and from all right, title, claim, and demand, whatsoever, of the said *T. W.* his heirs, executors, or administrators, and that the receipt or receipts of the said *I. P.* and *W. W.* or the survivor of them, or his heirs, for what should actually be paid to them or him respectively, of or on account of the purchase-money, for all or any part of the said premises so to be sold, under or in pursuance of the trusts therein and hereinbefore mentioned, should, from time to time, be a good and sufficient discharge

FOR SALE.

FOR SALE. or indemnity to the person or persons by whom, or on whose behalf the same should be so paid, and that after payment thereof, and such receipt or receipts so given, as therein and hereinbefore mentioned, such person or persons should not be answerable or accountable for any loss, misapplication or non-application of the purchase monies, in such receipt or receipts, respectively acknowledged to be received, or be in any wise obliged or concerned to see to the application of the same: and it was thereby declared that the said *I. P.* and *W. W.* and the survivor of them and his heirs should, out of the monies which should arise by such sale or sales, and out of the rents and profits thereof, until such sale or sales, after satisfying and discharging the said security of £——, and the interest thereof, and all the costs which had been or might be occasioned, by non-payment thereof, out of the produce of such of the said premises as were affected thereby, and after payment of the necessary expences of such sale and sales, in the first place pay, discharge, and retain, all such costs, charges, and expences as then had been, or should thereafter be incurred, sustained, or expended, in, about, and concerning the mortgage or sale of the said premises, or any part thereof, and the costs, charges, and expences of preparing the indenture now in recital, and all costs, charges, and expences they or he should be put unto or sustain in the conduct, execution, or defence of the trusts therein and hereinbefore mentioned, or in any other manner incident to, or touching or concerning the said premises, and should raise, retain, and pay such sum as the said *I. P.* had agreed to pay and should pay to the said *I. N.* in discharge of all arrears of interest due to him on the — day of —, then last past, with interest for the same, at and after the rate of £ — per cent. per annum, to be computed from

the day of such payment, and after such payment FOR SALE.
 should also raise, retain, and pay the said sum of ———, so as therein and hereinbefore mentioned
 due from the said *T. W.* to the said *I. P.* with
 like interest for the same, to be computed from
 the day of the date of the now reciting indenture,
 and after full payment and satisfaction of the several
 sums, costs and charges therein and hereinbefore
 mentioned, by or out of the monies to be raised by
 sale of the said premises, or otherwise that they,
 the said *I. P.* and *W. W.* and the survivor of
 them, his heirs, executors, or administrators,
 should account for and pay to the said *T. W.* his
 executors or administrators, all the surplus and
 residue (if any) which should be remaining in their
 or his hands or hand, the said *T. W.* his executors
 or administrators, at his or their own costs ex-
 ecuting and delivering a good, sufficient and effec-
 tual release and discharge, or good and sufficient
 releases and discharges for the same, to the said
I. P. and *W. W.* their heirs, executors, or ad-
 ministrators, as in and by the said last hereinbefore
 recited indentures of lease and release, reference be-
 ing thereunto had, will more fully and at large
 appear. AND whereas, on the ——— day of ———,
 next following the execution of the said last re-
 cited indenture, and in the year ——— aforesaid,
 the said *I. P.* paid to the said *I. N.* the sum of
 ———, in discharge of the arrears of interest in the
 same indenture mentioned, and there became
 therefore due to the said *I. P.* the sum of ———
 to be raised in such manner as in and by the said
 indenture is provided and directed, and on the
 ——— day of ———, the said *I. P.* paid to the
 said *I. N.* the sum of ———, for one year's interest of
 the — and sum of —, due on the — day of
 ———, then last past, and on the — day of ———,
 paid to the said *I. N.* the like sum of —, for an-
 other year's interest of the same sum, and on the

FOR SALE. — day of — the said *I. P.* received of or on account of the said *T. W.* the sum of —, and on the — day of —, the sum of —, but hath received nothing more from the rents and profits of the said premises, or on account of the aforesaid debts and sums so due to and paid by him, save as hereinafter is mentioned. And whereas, the said *I. P.* and *W. W.* having, with the privity and concurrence of the said *T. W.* agreed with *T. C.* for the sale to him, of the manor of —, and divers messuages, closes, and pieces of land, (parcel of the hereditaments in the said in part recited indenture comprised) at the price or sum of —, the said manor and hereditaments were so agreed to be sold on or about the — day of —, last past, by the said *I. N. T. I. M. D.* and *W. W.* conveyed unto and to the use of the said *T. C.* and his heirs, and the said sum of — was by him paid for the purchase thereof, of which —. was received by the said *I. N.* in discharge and satisfaction of the principal and interest due to him upon the said in part recited security, and £—, residue of the said purchase-money, was paid to and retained by the said *I. P.* in part of the principal and interest due to him. And whereas, the said *I. P.* and *W. W.* did also, with the concurrence of the said *T. W.* agree with *W. T.* for the sale to him of the other part of the hereditaments in the same indentures comprised, at the price of —, and did in like manner agree with *W. L.* for other part of the said hereditaments at the sum of —, and the premises so agreed to be sold have been accordingly conveyed to the said *W. T.* and *W. L.* respectively, and the said sums of — and —, have been paid to the said *I. P.* on further account of the principal and interest due to him, and there is now remaining due to the said *I. P.* of the several sums aforesaid, by

the said in part recited indenture, intended to be ~~secured~~ ^{FOR SALE.} and no more. And the said *T. W.* hath proposed, that the messuages or tenements, cottage, closes, lands, and hereditaments, hereinafter more particularly mentioned and described, and intended to be hereby granted and released, should be conveyed to and accepted by the said *I. P.* and the price in payment of the sum of —, part of the said sum of —, after which there remains the balance of the sum of —, and no more, due to him, the said *I. P.* and the said *I. P.* hath agreed to accept of and purchase the said messuages, closes, lands, and hereditaments, upon the terms and at the price aforesaid. Now this indenture witnesseth, that in pursuance and execution of the said agreement, and for and in consideration, and in settlement of the said sum of —, part of the said debt of —, hereinbefore mentioned to be due to the said *I. P.* and also in consideration that the said *I. P.* hath, at and before the sealing and delivery of these presents, given up all the bonds, notes, and other securities, of and for the aforesaid debt and payments to him due, or by him made, and of the release and discharge hereinafter made by the said *I. P.* to the said *I. N.* and *W. W.* and also in consideration of the sum of —, of lawful money of *Great Britain*, to the said *I. N.* *I. P.* *W. W.* and *T. W.* paid by the said *M. D.* at or before the sealing and delivery of these presents, the several receipts whereof are hereby respectively acknowledged, the said *I. N.* and *W. W.* at the request, and by the direction and appointment of the said *T. W.* and *I. P.* testified by their being parties to and sealing and delivering these presents, and also the said *I. P.* (according to their several and respective estates, rights, and interests, in the hereditaments and premises hereinafter particularly

Now this indenture witnesseth.
Consideration.

Transfer

~~FOR SALE.~~ mentioned and described, and intended to be hereby granted and released, and as they severally and respectively can, and lawfully may) have, and each and every of them hath bargained, sold, aliened, and released, and by these presents do, according to such their several and respective estates and interests in the said several and respective hereditaments, and as they severally and respectively can, and lawfully may, bargain, sell, alien, and release, and the said *T. W.* at the request, and by the direction of the said *I. P.* testified as aforesaid, hath granted, bargained, sold, aliened, released, ratified, and confirmed, and doth by these presents grant, bargain, sell, alien, release, ratify and confirm, unto the said *M. D.* (in his actual possession, now being by virtue of a bargain and sale to him, thereof made by the said *I. N. I. P. W. W.* and *T. W.* for five considerations by indenture, &c.) and to his heirs all that messuage or tenement, situate, &c. &c. being part of the freehold land allotted to the said *T. G.* and *M.* his wife, by virtue of an act of parliament for dividing and inclosing the open and common fields in the — of —, in the said parish of —, or howsoever otherwise the said messuages, tenements, closes, pieces and parcels of land, meadow and pasture, now are, or at any time heretofore have been abutted, bounded, or described, called, tenanted, or known, and all houses, outhouses, edifices, buildings, barns, stables, yards, gardens, orchards, hedges, ditches, trees, fences, ways, waters, water-courses, commons, common of pasture, rights, liberties, privileges, advantages, profits, commodities, emoluments, hereditaments, and appurtenances whatsoever, to the said messuages or tenements, closes, pieces and parcels of land, hereditaments and premises belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders thereof, and

FOR SALE.

also all the estate, right, title, interest, inheritance, use, trust, property, claim and demand whatsoever at law and in equity, of them, the said *I. N. I. P. W. W.* and *T. W.* and each and every of them, of, in, or to the said hereditaments and premises, every or any part thereof hereinbefore mentioned, and intended so to be hereby granted and released, together with all deeds, evidences, and writings, which relate to or concern the said premises only, or any part thereof, which they the said *I. N. W. W.* and *T. W.* any or either of them, now have or hath in their custody, power, or possession, or which they can have or come by without suit at law or in equity, and true and attested copies of all such other deeds, evidences, and writings, as concern the same premises jointly with any other lands and hereditaments of him the said *T. W.* which they, the said *I. N. W. W.* and *T. W.* any or either of them, now have or hath in their or either of their hands, custody, or power, or can come by without suit at law or in equity, such copies when first made and delivered to be at the costs and charges in the law of the said *T. W.* and all after made and taken copies, to be at the costs and charges in the law of the said *I. P.* his heirs or assigns. To have and to hold the said messuages or tenements, closes, pieces, and parcels of land, meadow and pasture, hereditaments and premises hereinbefore particularly mentioned and described, and intended to be hereby granted and released, with their and every of their appurtenances, unto the said *M. D.* and his heirs, to the only use and behoof of the said *I. P.* his heirs and assigns for ever: and the said *I. N.* for himself, his heirs, executors, and administrators, doth hereby covenant and declare to and with the said *I. P.* his heirs and assigns, that he, the said *I. N.* hath not at any time hereto-

Habendum,

the premises.

Covenant from
said *I. N.* that
he hath done no
act to incumber.

FOR SALE.

Covenant that
the parties sons
or one of them,
is seised in fee.

fore made, done, or committed, or wittingly or willingly suffered, any act, deed, matter, or thing whatsoever, whereby, or by reason or means whereof the said messuages or tenements, closes, pieces or parcels of land, meadow and pasture, hereditaments and premises hereinbefore mentioned and intended to be hereby granted and released, are, is, can, shall, or may be impeached, charged, incumbered, in title, estate, or otherwise howsoever, and the said *W. W.* for himself, his heirs, executors, and administrators, doth covenant and declare to and with the said *I. P.* his heirs and assigns, that he the said *W. W.* hath not at any time heretofore, &c. and the said *T. W.* for himself, his heirs, executors and administrators, and every of them, doth covenant, promise, and grant to the said *M. D.* his heirs and assigns, by these presents, in manner following, (that is to say) that (for and notwithstanding any act, matter, or thing, made, done, committed, or suffered by him, the said *T. W.* or the said *I. N.* and *W. W.* any or either of them to the contrary) he, the said *T. W.* and the said *I. N.* *I. P.* and *W. W.* are, or some or one of them are, or is at or immediately before the sealing and delivery of these presents, lawfully and rightfully seised of, and in the said messuages or tenements, closes, pieces and parcels of land, meadow and pasture, hereditaments and premises mentioned and intended to be hereby granted and released, with their and every of their appurtenances, of a good, sure, perfect, absolute, and indefeasible estate of inheritance, in fee-simple, in possession, without any condition, trust, proviso, limitation of use or uses, or other matter or thing whatsoever, to alter, change, charge, defeat, revoke, make void, lessen, incumber, or determine the same. AND also that (for and notwithstanding any such act, matter, or thing, as aforesaid) he, the said *T. W.* and the said *I. N.* *I. P.* and

W. W. or some or one of them, have or hath in FOR SALE.
 themselves, or himself, good right, full power, Power to grant.
 true title, and lawful and absolute authority, to
 grant, bargain, sell, release and confirm, the said
 messuages, tenements, closes, pieces and parcels of
 land, meadow and pasture, hereditaments and pre-
 mises, with their appurtenances, unto the said
M. D. his heirs and assigns, to the use of the said
I. P. his heirs and assigns, in manner aforesaid,
 according to the true intent and meaning of these
 presents, and also that it shall and may be lawful to
 and for the said *I. P.* his heirs and assigns, from
 time to time, and at all times for ever here-
 after, peaceably and quietly to have, hold, occupy,
 possess and enjoy the said messuages or tenements,
 closes, pieces and parcels of land, meadow and
 pasture, hereditaments and premises, hereinbefore
 mentioned to be hereby granted and released, and
 every part and parcel thereof, with their and every
 of their rights, members, and appurtenances, and
 the rents and profits thereof, to take and receive
 to his and their own use and benefit, from the
 — day of —, now last past, without the
 lawful let, suit, trouble, interruption, or disturb-
 ance, of him the said *T. W.* or the said *I. N.* and
W. W. or any or either of them, their, or any or
 either of their heirs or assigns, or of or by any
 other person or persons lawfully claiming or to
 claim any estate, right, title, or interest, of, in, to,
 or out of the same, or any part thereof, by, from,
 or under him, them, or any of them. Quiet enjoy-
 ment free from
 incumbrances. AND that
 the same premises now are, and for ever hereafter
 shall remain, continue, and be free and clear, and
 freely and clearly acquitted, exonerated, and dis-
 charged, or otherwise by the said *T. W.* his heirs,
 executors, or administrators, saved harmless, and
 kept indemnified, of, from, and against all former
 and other gifts, grants, bargains, sales, jointures,
 dowers, and titles of dower, and of and from all

FOR SALE.

For further assurance.

Declaration that outstanding terms shall attend the inheritance.

estates, mortgages, judgments, extents, statutes, debts due to the king's majesty, and all other debts, titles, troubles, charges, and incumbrances whatsoever, except the rents and services which shall from henceforth become due and payable to the chief lord or lords of the fee or fees, of whom the said premises are or shall be holden. AND also, that he the said *T.W.* and his heirs, and all and every other person and persons, having, or lawfully claiming, or who shall or may have, or lawfully claim, any estate, right, title, or interest, of, in, to, or out of, the said messuages, tenements, closes, pieces or parcels of land, meadow and pasture, hereditaments and premises hereby granted and released, or so intended to be, shall and will from time to time, and at all times for ever hereafter, upon the reasonable request, and at the costs and charges in the law of the said *I.P.* his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further, better, more perfect, and absolute granting, conveying, and assuring the same messuages or tenements, closes, pieces and parcels of land, meadow and pasture, hereditaments and premises hereinbefore mentioned, with their and every of their appurtenances, unto and to the use of the said *I.P.* his heirs or assigns, as by the said *I.P.* his heirs or assigns, or his or their counsel in the law, shall be reasonably devised, advised, or required. AND it is hereby declared and agreed, by and between the said parties to these presents, and particularly the said *T.W.* doth hereby declare and direct, that all and every term and terms of years, at any time or times heretofore created or granted,

and now subsisting, of, in, and upon, the said FOR SALE.
messuages, tenements, closes, pieces and parcels
of land, hereditaments and premises, hereby
granted and released, or mentioned, or intended so
to be, or any part or parts thereof, shall, from
henceforth remain, continue, and be; and that
all and every person and persons in whom such
term or terms now is, or at any time or times
hereafter shall, or may be or become vested,
shall respectively stand and be possessed of and in-
terested in the same hereditaments and premises,
from henceforth for and during all the rest, resi-
due, and remainder of such term and terms now
to come and unexpired, in trust for the said
I. P. his heirs and assigns, and to attend, wait
upon, and go along with the reversion, freehold
and inheritance of the said messuages or tene-
ments, closes, pieces and parcels of land, meadow
and pasture, hereditaments and premises, in order to
protect the same from all mesne incumbrances (if
any such there be), and to be severally assigned
and disposed of in that case as the said *I. P.*
his heirs or assigns, shall from time to time direct
or appoint. AND whereas the said *I. A.* on the
— day of —, in the year of our Lord —,
surrendered into the hands of the lord of the ma-
nor of —, otherwise —, in the county of
—, according to the custom thereof, all that
messuage or tenement, with the orchard, yard,
garden, outhouses, and all and singular the ap-
pendages and appurtenances thereto belonging,
situate, standing, being, and lying in — afore-
said, within the said manor, then in the occupa-
tion of the reverend *I. A.* holden by the yearly
rent of 9 s. to the use and behoof of the said *I. A.*
and her assigns, for and during the term of her
natural life; and, from and immediately after her
decease, to the uses of the said *T. W.* his heirs
and assigns; for ever; subject to a proviso, that if

Recital of sur-
renders of co-
pyhold pre-
mises,

by way of
mortgage;

FOR SALE. the said *T. W.* his heirs, executors or administrators, should not, within six months next after the decease of the said *I. A.* well and truly pay, or cause to be paid, unto the executors, administrators, or assigns, of the said *I. A.* the sum of — of lawful money of *Great Britain*, then and from thenceforth the said surrender should be void and of no effect. AND whereas upon the treaty for the sale to the said *I. P.* of the messuages, closes, lands, and hereditaments hereinbefore mentioned to be hereby granted and released, it was agreed, that the said *T. W.* should surrender and convey to the said *I. P.* his estate and interest in the said copyhold premises, expectant upon the decease of the said *I. A.* subject to the payment of the said £ —, in the said proviso mentioned, such copyhold premises lying intermixed with or adjoining to the said freehold premises hereinbefore conveyed to the said *I. P.*

Now therefore the said *T. W.* for himself and his heirs doth covenant, promise, and agree, to and with the said *I. P.* his heirs and assigns by these presents, that he the said *T. W.* or his heirs, shall and will, within one month from the date hereof, surrender and assure all the estate, right and interest of him the said *T. W.* of and in the said copyhold messuage or tenements, orchard, yards, garden, and premises, with the appurtenances, to the use of the said *I. P.* his heirs and assigns, subject to the payment of the said sum of — in the proviso or condition of the said surrender mentioned, AND this indenture further witnesseth, in consideration of the grant, release, and assurance of the said messuage, tenements, closes, pieces, parcels of land, meadow and pasture, by these presents made to the use of the said *I. P.* which he the said *I. P.* hath accepted, and doth hereby accept, in payment of the sum of —, part of the said sum of —

and that these copyholders were subject, as therein mentioned to be conveyed to like uses.

Covenant to surrender accordingly.

Release of several sums of money due from *T. W.* and *I. P.*

hereinbefore mentioned to be remaining due from ~~FOR SALE,~~
the said *T. W.*; and also in consideration of the
sum of —, residue of the said sum of —,
to the said *I. P.* well and truly paid by the
said *T. W.* at or before the sealing and delivery
of these presents, the receipt whereof, in satisfac-
tion and discharge of all debts and sums intended
to be secured to the said *I. P.* by the said in-
denture of the — — —, the said *I. P.*
doth hereby acknowledge, and thereof, and of
every part thereof, doth acquit and discharge the
said *T. W.* his heirs, executors, and administrators,
by these presents he the said *I. P.* hath re-
mised, released, and for ever quitted claim, and
doth, by these presents, remise, release, and for
ever quit claim, unto the said *T. W.* his heirs,
executors, and administrators, the said sum, or
the said several sums, amounting to —, in the
said indenture of the — — —, mentioned
to be due from the said *T. W.* to the said *I. P.*
and the said several sums of —, —, and —,
hereinbefore mentioned to be by the said *I. P.*
paid to the said *I. N.* for interest of the said sum
of —, and all interest of the said respective
sums, and all bonds, notes, and securities, from
the said *T. W.* to the said *I. P.* for the said
sums, or any of them, and all actions, suits,
rights of action, accounts, claims and demands
whatsoever, of or by the said *I. P.* his exe-
cutors or administrators, against the said *T. W.*
his heirs, executors, or administrators, for, by
reason, or on account of the several debts or sums
in the said indenture of the — — —, or in
these presents mentioned to have been due from
the said *T. W.* to the said *I. P.* or to have
been paid to the said *I. P.* by the said *T. W.*
and all other claim and demands whatsoever of
the said *I. P.* under or by virtue of the said
indenture of the — day of —. AND, in con-

COVENANT. sideration of the premises, the said *I. P.* for himself, his heirs, executors, and administrators, doth covenant, grant, and agree, to and with the said *T. W.* his heirs, executors, and administrators, that he the said *I. P.* or his heirs, shall and will, at any time or times hereafter, upon the request, and at the costs of the said *T. W.* his heirs, executors, or administrators, make, do, acknowledge, levy, suffer, and execute, or join and concur in all such deeds and conveyances, for the conveying and assuring all such part and parts of the messuage, lands, and hereditaments, in the said indenture of the — day of — comprised, as now remain unfold, or unconveyed, by virtue of the same indenture, to the use of, or in trust for the said *T. W.* his heirs, executors, administrators, or assigns, or to the use of any purchaser or purchasers of the said premises, or to the use of such other person or persons use or uses as the said *T. W.* his executors or administrators, shall direct or appoint. In witness, &c.

Covenant to convey all such parts of said lands as shall be unconveyed upon trusts here mentioned.

Release in fee of Lands for securing the same to a Feme Covert after the Death of her Husband; the same to be taken, as far as it went, as a Performance of a Covenant for securing a further Jointure.

Parties. THIS INDENTURE of three parts, made, &c. between sir *C. R.* of —, in the county of —, baronet, of the first part; dame *P. R.* his wife, late *P.* then the widow of —, of the second part; and *C. R.* and *C. D.* of the third part: Whereas; by an indenture of five parts, bearing date on or about the — day of —,

Recital of a marriage settlement.

and made, or expressed to be made, between dame COVENANT. *M. F.* of —, aforeſaid, widow of ſir *F. F.* then — late of — aforeſaid, baronet, deceased, and the ſaid ſir *C. F.* now ſir *C. R.* of the firſt part; *P. C.* now the ſaid dame *P. R.* of the ſecond part; the honourable ſir *S. S. J. W. T. B.* and *J. R.* (with their reſpective deſcriptions) of the third part; *E. L.* and *L. S.* (as therein deſcribed) of the fourth part; the right worſhipful ſir *T. S.* knight, of —, *S. R.* and *J. C.* (as therein deſcribed) of the fifth part; reciting, amongſt other things, that a marriage was then intended to be ſhortly had and ſolemnized between the ſaid ſir *C. F.* (now ſir *C. R.*) and the ſaid *P. C.* (now dame *P. R.*) IT IS WITNESSED, that, in conſideration of the ſaid then intended marriage, and for other the conſiderations therein mentioned, he the ſaid ſir *C. R.* by virtue and in purſuance of the power and authority given and reſerved to and veſted in him, by an indenture of three parts, bearing date on or about the — day of — then laſt paſt, and made, or expreſſed to be made, between the ſaid dame *M. F.* and the ſaid ſir *C. R.* of the firſt part; *H. W.* therein deſcribed, of the ſecond part; and *T. L.* gentleman, of the third part; being an indenture declaring the uſes of two common recoveries in the counties of — and —, ſuffered, as of the laſt Trinity term, of the manor-houſe, lands, and hereditaments hereinafter deſcribed, and hereby releaſed and conveyed, or expreſſed, or intended ſo to be (amongſt other hereditaments), and by virtue of all other powers and authorities in anywiſe whatſoever in him veſted, did limit and appoint all that the manſion-houſe, lands, and hereditaments hereinafter deſcribed, and hereby releaſed, or expreſſed or intended ſo to be (amongſt other hereditaments) to go, remain, and be, to the ſeveral uſes, and to and for the ſeveral ends, intents and

COVENANT. purposes therein and hereinafter in part expressed and declared of and concerning the same : and it is by the said indenture further witnessed, that for the considerations therein mentioned, they, the said dame *M. R.* and sir *C. R.* did grant, bargain and sell, release, convey and confirm, unto the said sir *S. S. J. W. T. B.* and *J. R.* and their heirs, all and every the said mansion house, lands and hereditaments, (amongst other hereditaments) to hold the same unto the said sir *S. S. &c. &c.* their heirs and assigns, to the several uses, and for the several ends, intents and purposes, therein and hereinafter in part expressed and declared of and concerning the same, (that is to say) to and for such uses, intents, and purposes as are there referred to, until the said then intended marriage between the said sir *C. R.* and *P. C.* should be had and solemnized, and from and immediately after the solemnization thereof, to the use of the said *E. L.* and *L. S.* their executors, administrators, and assigns, for and during the term of — years, to commence and be computed from the solemnization of the said intended marriage, upon trust to raise and levy the clear annual or yearly sum of —, out of the rents and profits of the same hereditaments during the joint-lives of them, the said sir *C. R.* and *P. C.* and pay the same, unto the said *P. C.* and her assigns, in manner, and at the times therein expressed, subject nevertheless to the provisos and declarations therein contained, the remainder to the use of him, the said sir *C. R.* and his assigns, for life, without impeachment of waste, and from and after the determination of that estate by forfeiture or otherwise, remainder to the use of the said sir *S. S. &c. &c.* and their heirs, during the life of the said sir *C. R.* in trust to preserve the contingent remainders thereafter limited, remainder to the use of the first, second, third, and all and every other the

son and sons of the body of the said sir C. R. on COVENANT, the body of the said P. C. his then intended wife, ~~_____~~ to be begotten severally and successively in remainder, one after another in tail male, and in default of such issue, remainder to the use of the said sir C. R. his heirs and assigns for ever. AND the said sir C. R. by the same indenture now in recital, for himself, his heirs, executors, and administrators, did covenant, promise, and agree, to and with the said sir S. S. &c. &c. their heirs and assigns, that in case the said then intended marriage should take effect, and the said sir C. R. should at any time during the coverture between him and the said P. C. become possessed of or intitled to any money, stock, securities, or other personal estate or effects, to the amount or value of _____ or upwards, in right of the said P. C. by the settlement, gift, bequest, disposition, or death of any of her friends, kindred, or relations, then and in such case, the said sir C. R. his heirs, executors, and administrators, should and would, within _____ months next after the said sir C. R. should so become possessed or intitled as aforesaid, by such deeds, conveyances, and assurances in the law, as the said sir S. S. &c. &c. or the survivor of them, his heirs or assigns, or his or their counsel in the law, should advise, well and sufficiently settle, convey and assure, or cause or procure to be settled, conveyed, and assured, unto and upon the said P. C. his then intended wife, and her assigns for her life, freehold lands, tenements, and hereditaments, in fee-simple in possession, of the yearly value of _____, over and above all reprises and outgoings, parliamentary taxes only excepted, one annuity or yearly rent-charge of _____l. free from all taxes and deductions whatsoever, to be issuing out and charged upon manors, freehold messuages, lands and hereditaments, for each _____, which he, the said sir C. R. should so become possessed of

COVENANT. or intituled to in right of the said *P. C.* in case she should survive the said sir *C. R.* her then intended husband, and over and above and exclusive of the jointure and provision in the same indenture made and provided for her benefit, as by the same indenture relation being thereunto had, will more fully and at large appear. **AND** whereas, the said then intended marriage was shortly after solemnized, and the said sir *C. R.* is desirous of limiting, settling, and assuring the mansion, house, lands, and hereditaments hereinafter described and hereby conveyed and released, or expressed or intended so to be, to the use of the said dame *P. C.* for and during the term of her natural life, from and after the decease of him, the said sir *C. R.* and to the end of conveying the same unto the said *A. B.* and *C. D.* and their heirs, in manner and to the uses hereinafter expressed: Now this Indenture witnesseth, that to the end, intent and purpose aforesaid, and for and in consideration of the sum of — shillings, of lawful money of *Great Britain*, to him the said sir *C. R.* in hand paid by the said *A. B.* and *C. D.* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he, the said sir *C. R.* hath granted, bargained, sold, aliened, released and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm, unto the said *A. B.* and *C. D.* (in their actual possession now being by virtue of a bargain and sale to them thereof made, by the said sir *C. R.* in consideration of — shillings, by indenture bearing date the day next before the day of the date of these presents for one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession,) and to their heirs all that capital manor or mansion-house, messuage, or tene-

That marriage
was solemn-
nized.

ment, with the out-buildings and offices there- COVENANT.
unto belonging, called or known by the name of ———
———, otherwise great ———, with all and singular
the rights, members, and appurtenances thereof,
in the parish of ———, in the said county of ———,
and also all those the lands and hereditaments now
comprised in a singular fence, lying adjacent or
around the said manor-house of ———, amounting
in the whole to ——— acres, or thereabouts, and
which were formerly divided into two distinct
parts or parcels of land, and were in holdings of
several tenants, but are now in the tenure or oc-
cupation of him the said sir C. R. all which
said lands are also situate in the said parish of ———,
and also all houses, out-houses, edifices, build-
ings, barns, stables, yards, gardens, orchards, pas-
tures, feedings, trees, woods, and underwoods,
commons, ways, waters, water-courses, hedges,
ditches, mounds, fences, franchises, privileges,
easements, profits, commodities, advantages, emo-
luments, hereditaments, and appurtenances what-
soever, to the said capital manor or mansion-house,
messuage or tenement, lands and hereditaments,
belonging, or in any wise appertaining, or reputed,
accepted, deemed, taken, or enjoyed as part, parcel,
or member thereof, or of any part thereof, and the re-
version and reversions, remainder and remainders,
yearly and other rents, issues, and profits of all and
singular the said hereditaments and premises, and also
all the estate, right, title, interest, trust, property,
claim, and demand whatsoever, both at law and in
equity of him the said sir C. R. of, in, to, or
out of the said premises hereby granted and re-
leased, or expressed or intended so to be, with
their and every of their appurtenances. To have
and to hold the said capital manor or mansion-
house, lands, hereditaments, and all and singular
the premises hereby granted and released, or ex-
pressed, or intended so to be, with their and every

COVENANT. of their rights, members, and appurtenances unto the said *A. B.* and *C. D.* and their heirs, to the use and behoof him the said sir *C. R.* and his assigns, for and during the term of his natural life, without impeachment of, or for any manner of waste, and from and after his decease, to the use and behoof of the said dame *P. R.* for and during the term of her natural life, and from and after her decease, to the use and behoof of the said sir *C. R.* his heirs and assigns, for ever. AND it is hereby declared and agreed, by and between all the said parties to these presents, that it is the true intent and meaning of the said parties and these presents, that the settlement hereby made upon the said dame *P. R.* to take effect immediately upon the decease of the said sir *C. R.* as aforesaid, in case the said dame *P. R.* shall survive the said sir *C. R.* shall be deemed, construed, and taken, and is meant and intended to be deemed and taken, according to the annual value of the said manor or mansion-house, and hereditaments, to preclude and debar the said dame *P. R.* from all right, title, or claim to a jointure or settlement out of the manors, messuages, lands, and hereditaments of the said sir *C. R.* in the proportion mentioned in the said hereinbefore recited covenant of £— per annum, clear of all reprises, (parliamentary taxes, excepted) for every £——, or upwards, of so much or such sum or sums of money, stocks, securities, or other personal estate or effects to which the said sir *C. R.* has already become entitled unto, or possessed of, or shall hereafter become entitled unto, or possessed of, in right of the said dame *P. R.* by the gift, settlement, bequest, disposition, or death of any of her friends, kindred, or relations, after the rate, and in the proportion aforesaid, and to be in pursuance and performance of his said covenant hereinbefore recited, so far as the same will extend, according to such rate or proportion.

AND the said fir C. R. for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said *A. B.* and *C. D.* their heirs and assigns, that he the said fir C. R. and his heirs, all and every other person and persons having, or lawfully claiming, or who shall or may have, or lawfully claim, any estate, right, title, trust, or interest, of, in, to, or out of the said capital manor or mansion-house, messuages, lands, hereditaments, and premises hereby granted and released, or expressed and intended so to be, as aforesaid, or any part or parcel thereof, by, from, under, or in trust for him, shall and will from time to time, and at all times hereafter, at the request of the said *A. B.* and *C. D.* their heirs and assigns, but at his own costs and charges, make, do, acknowledge, levy, suffer, and execute, or cause or procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful acts, deeds, things, conveyances, and assurances in the law whatsoever, be it by fine or fines, recovery or recoveries, otherwise howsoever, for the further better, more perfect, and absolute granting, conveying, assuring, and confirming, the said capital manor or mansion-house, messuage, &c. hereby granted, and released, or expressed and intended so to be, and every part and parcel thereof, with their appurtenances unto the said *A. B.* and *C. D.* their heirs and assigns, to the uses aforesaid, as by the said *A. B.* and *C. D.* their heirs or assigns, or their counsel in the law shall be reasonably devised, advised, or required. In WITNESS, &c.

Covenant for
further af-
surance.

LIVES. *Release and Assignment of a Term for Lives, and
21 Years after, with Assignment of several
Mortgage Terms.*

THIS INDENTURE of six parts, made &c. &c. between *N. K.* of &c. of the first part; *E. W.* of &c. spinster, and *D. L.* of &c. gent. surviving executrix and executor of the last will and testament of *N. W.* late of —, aforesaid, gent. deceased, of the second part; *S. D.* of &c. and *M. D.* and *E. D.* of &c. children and legatees named in the said will of the said *S. D.* their late father, of the third part; *I. D.* of the city of —, esquire, of the fourth part; *N. B.* of &c. of the fifth part; and *C. D.* of &c. a trustee nominated on the part of the said *A. B.* of the sixth part. WHEREAS by a certain indenture of lease, bearing date on or about the — day of —, in the year of our Lord —, made or expressed to be made between the worshipful *M. S.* esquire, mayor of the borough and corporation of —, aforesaid, *K. P.* and *I. S.* gents. then bailiffs of the said borough and corporation, and the burgesses of the same, of the one part; and the said *N. K.* of the other part. It is by the said indenture now in recital witnessed, that for the consideration therein mention, they the said *M. S.* *R. P.* and *I. S.* did demise, grant, set, and to farm let unto the said *N. K.* his executors, administrators, and assigns, all that piece or portion of land or ground, and the oil or blubber-house, buildings, and premises therein and hereinafter particularly mentioned and described. To hold unto the said *N. K.* his executors, administrators, and assigns, from the making of the same indenture, for and during the natural and several life and lives of *I. K.* son of the said *N. K.* then aged about — years, *S. R.*

son of *I. R.* then aged about — years, and *I. R.* son of the said *I. R.* then aged about — years, and for the life of the survivor of them, and from and after the decease of the survivor of them, then for and during the further term of — years, at and under the yearly rent of £ —, payable as therein mentioned. AND whereas by a certain indenture bearing date on or about the — day of —, in the year of our Lord —, and made or mentioned to be made between the said *N. K.* of the one part, and the said *R. D.* of the other part, after reciting to the effect hereinbefore recited, and further reciting that the said *N. K.* had prevailed upon the said *R. D.* to advance and lend him the sum of —, upon having an assignment of the said leasehold premises, for securing the re-payment thereof; it is by the said indenture now in recital witnessed, that the said *N. K.* in consideration of £ —, to him paid by the said *R. D.* did grant, bargain, sell, assign, transfer, and set over unto the said *R. D.* his executors, administrators, and assigns, all the said premises comprised in the before recited indenture of lease, To hold the same unto the said *R. D.* his executors, administrators, and assigns, from the day of the date thereof, for and during, and unto the full end and term of — years, if the lives and years in the said recited indenture of lease named, should so long subsist, and subject to the rent reserved therein, in which said indenture of assignment now in recital, is contained a proviso for making void the said term, on payment by the said *N. K.* his heirs, executors, or administrators, to the said *R. D.* his executors, administrators, or assigns, of the said sum of —, with lawful interest for the same, after the rate, and at the time therein mentioned. AND whereas the said *R. D.* died on or about the — day of —, in the year of our Lord —, having first duly made and ex-

LIVES.

Indenture of assignment of said lease on mortgage.

R. D. the mortgager died, having made his will.

LIVES. executed his last will and testament, bearing date on or about the — day of —, in the year of our Lord —, and thereby, after bequeathing several pecuniary legacies, gave and bequeathed all the rest, residue, and remainder of his personal estate whatsoever and wheresoever, not therein disposed of, unto his three children, the said *S. D. M. D.* and *E. D.* to be equally divided amongst them, share and share alike, and thereof appointed the said *E. D.* and *T. L.* since deceased, and the said *D. L.* executrix and executors, who duly proved the same, and took upon themselves the burden of the execution thereof. AND whereas by a certain indenture, bearing date on or about the — day of —, and made or mentioned to be made between the said *N. K.* of the one part, and the said *I. D.* of the other part; It is witnessed, that in consideration of the sum of —, well and truly paid by the said *I. D.* to the said *N. K.* he the said *N. K.* did grant, bargain, sell, assign, transfer, and set over unto the said *I. D.* his executors, administrators, and assigns, all and singular the said premises comprised in the before recited indenture of lease of the — day of —, To hold the same unto the said *I. D.* his executors, administrators, and assigns, from the day of the date thereof, for and during, and unto the full end and term of — years, if the lives and years in the said recited indenture of lease, should so long subsist, and subject to the rent therein reserved, in which said indenture is contained a proviso for making void the said term on payment by the said *N. K.* his heirs, executors, and administrators, to the said *I. D.* his executors, administrators, or assigns, of the said sum of —, with interest for the same, after the rate, and at the time therein mentioned, as in and by the said in part recited indentures of will and probate, relation being thereunto respectively had, will more fully and at large appear. AND whereas, there is now due and owing unto the said

Indenture of
further mort-
gage.

Recital of what
money due.

E. D. and *D. L.* for principal and interest upon LIVES.
or by virtue of the said recited security of the ——— day of ———, and of a certain bond or obligation bearing date the — day of ———, under the hands and seals of the said *N. K.* and of *I. K.* and *I. K.* in the said bond named, several sums of money, amounting together to the sum of ———. AND whereas, there is now due and owing to the said *I. D.* for principal and interest, upon or by virtue of the said recited security, of the — day of ———, the sum of ———. AND whereas, the said *A. B.* hath contracted and agreed with the said *N. K.* for the absolute purchase of the said piece or parcel of land, and the oil and blubber-house, buildings, and premises hereinafter granted, released, and assigned, for and during the lives and years mentioned and comprised in, and granted and demised by the said recited indenture of the — day of ———, at and for the price or sum of ———, out of which said sum of ———, the said several sums of ——— and ———, are agreed and intended to be paid off and discharged. . Now this indenture witnesseth, that for and in consideration of the said sum of ———, of lawful money of *Great Britain* to them the said *E. D.* and *D. L.* in hand well and truly paid by the said *A. B.* at the request, and by the direction of the said *N. K.* testified by his being a party to, and sealing and executing these presents, in full payment satisfaction and discharge of all monies due and owing to them, or either of them, for principal and interest, upon or by virtue of the said recited security of the — day of ———, and the said bond or obligation, and for or in consideration of the said sum of ——— of like lawful money to the said *I. D.* in hand also paid by the said *A. B.* by the like request and direction of the said *N. K.* (testified as aforesaid,) in full payment, satisfaction and discharge of all monies due and owing to him, upon or by virtue

Contract for
sale of said
leasehold pre-
mises.

Now this in-
denture wit-
nesseth.
Consideration.

LIVES, of the said recited security, of the — day of —, and also for and in consideration of the sum of —, of like lawful money of *Great Britain*, to the said *N. K.* in hand also paid, by the said *A. B.* at or before the sealing and delivery of these presents, which said sum of — and — make together the sum of —, and in full for the absolute purchase of the estate and interest, for lives and years, granted by the said recited indenture of demise, of the — day of —, to the said *N. K.* as aforesaid, (the receipt of which said sums they the said *E. D.* and *D. L. I. D.* and *N. K.* do hereby respectively acknowledge, and thereof and therefrom, and of and from every part thereof do severally and respectively acquit, release, and discharge the said *A. B.* his heirs, executors, administrators, and assigns, by these presents, he the said *N. K.* hath granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents doth grant, bargain, sell, alien, release, ratify, and confirm unto the said *A. B.* (in his actual possession now being, by virtue of a certain indenture of bargain and sale to him thereof made by the said *N. K.* in consideration of — by indenture, bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the date of the same indenture of bargain and sale, and by force of the statute made for transferring uses into possession,) and to his heirs, all that piece, or parcel or portion of land or ground, and the oil or blubber house, and other buildings thereto belonging, or part thereof, erected, situate, and being on the south side of a certain road or lane in — aforesaid, leading from the strand of the river —, towards — park, in the county of —, containing in front thereto, — yards, — foot, and — inches, bounded on the west side thereof by the strand of the said river —, on

Transfer.

the east side thereof by ground in lease from the said mayor, bailiffs, and burgeses, to *D. D.* esq. ——— LIVES.
 and at the south end or back thereof, by another part of the strand of the said river —, containing in depth, on the west side, — yards and — feet, and on the east side, — yards; and containing in breadth, at the south end, on the back thereof, — yards, — feet, and — inches; together, with all and singular houses, out-houses, edifices, buildings, back-sides, ways, waters, water-courses, passages, liberties, easements, privileges, profits, commodities, advantages, and appurtenances whatsoever, to the said piece or parcel of land and premises belonging, or in any wise appertaining, and all the estate, right, title, interest, property, claim, and demand whatsoever, both at law and in equity, of him the said *N. K.* of, in, to, or out of the said premises, or any part or parcel thereof, together with all deeds, evidences and writings, touching or in any wise concerning the same premises, or any part thereof, now in the custody or power of the said *N. K.* or which he can come by, without suit at law or in equity. To have and to hold the said piece or parcel of ground, and all the premises hereby granted and released, or mentioned and intended so to be, with their and every of their appurtenances, unto the said *A. B.* his heirs and assigns, for and during the natural lives of the said *I.* son of the said *N. K.* the said *S.* son of the said *I. R.* and the said *I.* son of the said *I. R.* and the life of the survivor of them, subject to the rent and covenant in the said recited indenture of lease, contained on the tenant or lessee's part, to be paid and performed: General words. AND Habendum. this indenture further witnesseth, that for the consideration aforesaid, and in consideration of —, of like lawful money to the said *N. K.* well and truly paid by the said *A. B.* at or before the sealing and delivery of these presents, the receipt Indenture further witnesseth.

LIVES.

Transfer of
— term.

Habendum.

Covenant that
lease for lives
and — years is
a valid lease.

whereof is hereby acknowledged, he the said *N. K.* hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over, unto the said *A. B.* his executors, administrators, and assigns, all that the said piece or parcel of ground, and all and singular the premises hereinbefore granted and released, or mentioned and intended so to be, which, in and by the said hereinbefore recited indenture, of the — day of —, were demised unto the said *N. K.* his executors, administrators, and assigns, for the term of — years, commencing and to commence from the decease of the survivor of the three persons, or lives, in the said lease mentioned, and all the estate, right, title, interest, term of years yet to come, and unexpired, benefit and renewal, use, trust, property, claim, and demand whatsoever, of him the said *N. K.* of, in, and to the same, and every part and parcel thereof. To have and to hold the said piece or parcel of land, and all and singular other the premises hereinbefore mentioned to be hereby assigned, with their and every of their appurtenances, for and during all the said term of — years, commencing and to commence from the decease of the survivor of them the said *I. K.* *I. R.* and *I. N.* in the said recited lease named; (subject, nevertheless, to the rents and covenants reserved, and on the lessee's part contained;) and the said *N. K.* for himself, his heirs, executors and administrators, and every of them, doth covenant, promise, and agree, to and with the said *A. B.* his executors and administrators, and every of them, by these presents, in manner following, (that is to say,) that the said indenture of lease hereinbefore recited is a good and sufficient lease, valid in the law, for the respective lives of the said *I. K.* *S. R.* and *I. R.* and the survivor of them, and for the term of — years, commencing and to commence

LIVES.

That assignor
has good right
to grant, &c.Quiet enjoy-
ment.Free from in-
cumbrances.Subject to
rent, &c.Further as-
surance,

from the decease of the survivor of the said lives, named in the said lease; and that he the said *N. K.* now hath, in himself, good right, full power, and lawful and absolute authority, to grant, release, and assign the said piece or parcel of ground, and all and singular the said premises, with their appurtenances, unto the said *A. B.* his executors, administrators, and assigns, for and during the respective lives of the said *I. K. S. R.* and *I. R.* and the survivor of them, and for the term of — years, commencing from the decease of the survivor of the said lives, named in the said lease, in manner aforesaid: AND also that he the said *A. B.* his executors, administrators, and assigns, shall or lawfully may, from time to time, and at all times hereafter, have, hold, use, occupy, possess, and enjoy the said piece or parcel of ground, and all and singular the premises hereby granted, released, and assigned, or mentioned and intended so to be, with their and every of their appurtenances, for and during the respective lives and term of — years aforesaid, free and clear, and freely and clearly acquitted, exonerated, and discharged, of, from, and against all former and other gifts, grants, bargains, sales, forfeitures, leases, trusts, limitations, declarations, charges, acts, things, and incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, by the said *N. K.* or any person or persons claiming, or to claim, by, from, or under his, or by, through, or with his act, means, default, procurement, privity, or consent; subject, nevertheless, to the rent and covenant in the said recited indenture of lease, contained on the tenant and lessee's part to be paid and performed: AND further, that he the said *N. K.* his executors, administrators, and assigns, and all and every other person or persons, lawfully having or claiming, or who shall or may have or claim any estate, right,

LIVES. title, or interest, of, in, to, or out of the said piece or parcel of ground and premises hereby granted, sold, and assigned, or mentioned and intended so to be, shall and will, from time to time, and at all times hereafter, at the reasonable request, and at the proper costs and charges in the law of the said *A. B.* his executors, administrators, and assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further, better, more perfect, and absolute granting, releasing, and assigning the said piece or parcel of ground and premises, with their and every of their appurtenances, unto the said *A. B.* his executors, administrators, and assigns, for and during the respective lives and term aforesaid, as by the said *A. B.* his executors, administrators, and assigns, or his or their counsel, learned in the law, shall be reasonably devised, advised, or required: **AND** this indenture further witnesseth, that for the consideration hereinbefore mentioned, and for and in consideration of — a piece, of like lawful money, to the said *E. D. D. L.* and *N. K.* well and truly paid by the said *C. D.* at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said *E. D.* and *D. L.* at the request, and by the direction of the said *A. B.* testified as aforesaid, and also with the privy and approbation of the said *S. D. M. D.* and *E. D.* the daughter, testified in like manner by their being parties to and executing these presents, have, and each of them hath bargained, sold, assigned, transferred, and set over, and by these presents do, and each of them doth, at such request, and by such direction, and with such privy and approbation, testified as afore

Assignment of
mortgage term.

Transfer.

LIVES.⁺

said, bargain, sell, assign, transfer, and set over, and the said *N. K.* hath ratified and confirmed, and by these presents doth ratify and confirm, unto the said *C. D.* his executors, administrators, and assigns, all that the said piece or parcel of ground, and all and singular the premises hereinbefore granted and released, or mentioned or intended so to be, which in and by the said hereinbefore recited indenture of the — day of —, were granted and demised to the said *R. D.* his executors, administrators, and assigns, for the term of — years, and all the estate, right, title, interest, term of years yet to come, and unexpired, use, trust, property, benefit, and equity of redemption, claim, and demand whatsoever, of them the said *E. D. D. L.* and *N. K.* or either of them, either at law or in equity, of, in, and to the same, and every part and parcel thereof. To have and to hold the said piece or parcel of land, and all and singular other the premises hereinbefore mentioned to be hereby assigned, with their and every of their appurtenances, unto the said —, his executors, administrators, and assigns, from thenceforth for and during all the rest, residue, and remainder of the said term of — years, by the said indenture granted and demised, now to come, and unexpired, freed and absolutely discharged of and from the proviso for redemption thereof, contained in the said recited indenture of the — day of —, and all other provisos and conditions of redemption whatsoever; in trust, nevertheless, for the said *A. B.* his executors, administrators, and assigns, and to be assigned and disposed of as he or they shall direct or appoint; and the said *E. D.* and *D. L.* for themselves, severally, and their several and respective executors and administrators, do hereby covenant, promise, and agree, to and with the said *C. D.* his executors, administrators,

Habendum.

Covenant that mortgagee has done no act to incumber.

LIVES.

Assignment of
further mort-
gage term.

tors, and assigns, that they the said *E. D.* and *D. L.* have not, nor hath either of them, at any time heretofore, made, committed, done, or suffered, or are parties or privies to any act, matter, or thing whatsoever, whereby, or by means whereof the aforesaid premises hereby assigned, or any of them, or any part thereof respectively, or the said term of — years, hereby assigned, are, is, shall, or may be any ways assigned, surrendered, impeached, charged, or incumbered, in title; charge, estate, or otherwise howsoever: AND this indenture further witnesseth, that, for the consideration aforesaid, and also for and in consideration of the further sum of —, of like lawful money, to each of them the said *I. D.* and *N. K.* in hand also paid, to the said *C. D.* at or before the sealing and delivery of these presents, the receipt whereof they do hereby respectively acknowledge, he the said *I. D.* at the request, and by the direction as well of the said *A. B.* as of the said *N. K.* testified as aforesaid, hath bargained, sold, assigned, transferred, and set over, and by these presents doth, at such request, and by such direction, testified as aforesaid, bargain, sell, assign, transfer, and set over, and the said *N. K.* hath ratified and confirmed, and by these presents doth ratify and confirm, unto the said *C. D.* his executors, administrators, and assigns, all that the said piece or parcel of ground, and all and singular the premises hereinbefore granted and released, or mentioned and intended so to be, which in and by the said recited indenture of —, were granted and demised to the said *I. D.* his executors, administrators, and assigns, for the term of — years, and all the estate, right, title, interest, term of years yet to come, and unexpired, use, trust, property, claim, and demand whatsoever, either at law or in equity, of them the said *I. D.* and

LIVES.

N. K. or either of them, of, in, and to the same, and every part and parcel thereof. To have and to hold the said piece or parcel of land, and all and singular other the premises hereinbefore mentioned to be hereby assigned, with their and every of their appurtenances, from thenceforth for and during all the rest, residue, and remainder of the said term of — years, by the said recited indenture of the — day of —, granted and demised, now to come and unexpired, freed, and absolutely discharged, of and from the proviso therein contained, for redemption thereof, and of and from all other provisos or conditions of redemption whatsoever; in trust, nevertheless, for the said *A. B.* his executors, administrators, and assigns, and to be assigned and disposed of as he or they shall direct or appoint; and the said *I. D.* doth hereby for himself, his executors, administrators, and assigns, covenant, promise, and agree, to and with the said *C. D.* his executors, administrators, and assigns, that he the said *I. D.* hath not at any time heretofore, made, committed, done, or suffered, or is party or privy to any act, matter, or thing whatsoever, whereby, or by means whereof the aforesaid premises, hereby assigned, or any of them, or any part thereof respectively, or the said term of years, by the said recited indenture of —, granted and demised, are, is, shall, or may be any ways assigned, surrendered, impeached, charged, or incumbered, in title, charge, estate, or otherwise howsoever.

Covenant that
I. D. hath done
no act to in-
cumber.

IN WITNESS, &c.

Release from one Trustee to another.

TRUSTEE.

THIS INDENTURE, made, &c. between D. G. of the city of —, merchant, of the one part, and T. L. of —, in the county of —, gent. of the other part. WHEREAS H. L. late of — aforefaid, deceased, by a certain bond or writing obligatory, under his hand and seal, bearing date on or about the — day of —, became bound unto W. G. (therein described) the said D. G. and T. L. in the penal sum of —, subject to the conditions hereinafter mentioned, reciting in the said bond that a marriage was then intended to be shortly solemnized between the said W. G. and J. L. (one of the daughters of the said H. L.) and that the said H. L. in consideration thereof, has, amongst other things, agreed to bind, or secure by his last will and testament, unto the said J. L. the specific sum of —, besides a distributive share of his property, equal with his other younger children, upon trust, that the said sum of —, and also such distributive share as aforefaid, should, on the decease of him the said H. L. be laid out in the purchase of freehold estates, or placed out at interest, either on mortgage or in the public funds, in the names of the said D. G. and T. L. upon such trusts as are therein expressed. AND the condition of the said bond or obligation was, that if the said intended marriage should take effect, the said H. L. should, by his last will, or other instrument in writing valid in the law, give, settle or secure, unto the said J. L. and W. G. the said sum of —, upon the trusts therein mentioned, and should also bequeath unto or for the said J. L. an equal distributive share of the remainder of his estate and effects with his other younger children, to be laid out or invested in the manner before mentioned. AND whereas,

the said *H. L.* did not thereafter make any will or testament pursuant to the said in part recited bond, but did in and by his last will and testament in writing, bearing date on or about the — day of —, devise unto his brother *J. L.* and his friends *R. M.* and *J. B.* therein described, all his real and personal estates, in trust to sell the same, and out of the money to arise from the sale thereof he directed them to pay unto his said daughter *J.* (now the wife of the said *W. G.*) the sum of —, and bequeathed the residue of his estates equally between his several younger children. AND whereas, the said *J. L. R. M.* and *J. B.* after the decease of the said *H. L.* (and after duly proving his said will in the proper ecclesiastical court) sold and conveyed unto and to the use of *E. F.* of — aforesaid, brewer, all the freehold and leasehold estates of the said *H. L.* deceased, to be devised to them as aforesaid, for the sum of —. AND whereas, the estate and effects of the said *H. L.* did not amount to the sum of — to each of his younger children, whereby the distributive share of the said *J.* wife of the said *W. G.* amounted to the sum of — only, over and above the said sum of — secured to her by the said in part recited bond. AND whereas, the said sums of — and —, amounting together to the sum of —, were afterwards lent and advanced by the said *D. G.* and *T. L.* (with the concurrence and approbation of the said *W. G.* and *J.* his wife) unto the said *E. F.* on the security of the hereditaments and premises hereinafter set forth (being part of the hereditaments and premises so sold to him, under the will of the said *H. L.* deceased as aforesaid.) And by indentures of lease and release, bearing date respectively, on or about the — day of —, which was in the year —, the release being made or expressed to be made between the said *E. F.* and *J. F.* then of the city of

TRUSTEE.

TRUSTEE. —, esq. but since deceased (a trustee for the said *E. F.*) of the one part, and the said *D. G.* and *T. L.* (said parties hereto) of the other part; It was witnessed, that in consideration of the sum of —, by the said *D. G.* and *T. L.* paid to the said *E. F.* aforesaid, by them the said *D. G.* and *T. L.* paid to each of them the said *E. F.* and *J. F.* the said *E. F.* did grant, bargain, sell, release and confirm, and the said *J. F.* (by his direction) did bargain, sell, and release, unto the said *D. G.* and *T. L.* their heirs and assigns (the said hereditaments and premises being then in their possession, by virtue of a subsisting lease thereof, to them previously granted) all that capital messuage, tenement or inn, called the — inn, with the yard, backside, and all and singular other the premises thereto belonging, situate, lying and being on the south side, and at the upper end of the street called —, in — aforesaid, theretofore in the occupation of *E. E.* and afterwards of *W. C.* And also all that other messuage or tenement, adjoining to, and at the east side of the said capital messuage, and the brewhouse, malt-house, mill-house, store-houses, stables, and other the premises thereto adjoining and belonging, formerly in the occupation of *J. H.* his heirs or assigns, and which said capital messuage was then used as an inn, and called by the name of —, together with the assembly-room, coach-houses, stables, malt-houses, yard and premises thereto belonging. And also all that messuage or tenement, or public-house, together with the yard, passage, and appurtenances thereto belonging, situate in — aforesaid, and then in the occupation of *W. S.* and known by the sign of the —. Also all that messuage or dwelling-house, formerly the estate of *C. C.* deceased, with the stable, shed, outhouses, yard and gardens thereunto belonging, known by the name or sign of the —,

situate at —, in the parish of —, in the county of —, afore said, then in the occupation of *J. W.* And also all that new erected messuage or tenement, built by the said *C. C.* deceased, on the west side of, and adjoining to the before-mentioned messuage, with the out-houses, yard and garden-ground to the same belonging, then in the occupation of *W. C.* And also all that small piece or parcel of land or garden-ground, lying between the first mentioned messuage or tenement, and garden ground, and the church-yard, and extending north as far as the north fence of the garden ground of the said first mentioned messuage, taking in the — tree there, then in the occupation of the said *J. W.* Also all that messuage or tenement, with the outhouses, yard, back-side and appurtenances thereto belonging, called or known by the name or sign of the —, situate on the east side of a certain street called —, in — afore said, and then in the occupation of *W. D.* And also all that messuage, tenement, or public house, yard, back-side, and appurtenances thereto belonging to the said *E. F.* and fronting —, in — afore said, called or known by the sign of the —, then in the occupation of *F. W.* all which said messuages, tenements, public houses and premises, are in the said recited indenture of release stated to have been amongst other property granted and conveyed by the trustees and executors of the said *H. L.* deceased, and others, unto and to the use of the said *E. F.* and his heirs, in and by certain indentures of lease and release, bearing date respectively the — and — days of —. To hold the said several messuages or tenements, public houses and premises, with their several and respective appurtenances, unto and to them the said *D. G.* and *T. L.* their heirs and assigns for ever, subject nevertheless to a promise contained therein, for redemption

TRUSTEE.

TRUSTEE. of the same, on payment by the said *E. F.* his heirs, executors, administrators or assigns, unto the said *D. G.* and *T. L.* their executors, administrators or assigns, of the said sum of —, and interest at the time, and in yearly manner therein mentioned. AND whereas the said sum of —, or any part thereof, was not paid on the day limited, in the said provision for the payment thereof, whereby the estate of the said *D. G.* and *T. L.* in the said hereditaments and premises became, and the same still remaineth absolute at law. AND whereas, the said hereditaments and premises whereupon the said sum of — is charged as aforesaid, or some parts thereof, have been or are about to be sold, to satisfy certain claims which have been made and substantiated against the person and estates of the said *E. F.* AND whereas, the said *D. G.* is apprehensive that he shall shortly be obliged to quit the kingdom of *Great Britain*, for parts beyond the seas, in order to attend to his private and necessary concerns; and whereas, some delay or other inconvenience might be occasioned in perfecting the sale of the said hereditaments and premises, were he to continue in the execution of the trusts reposed in him by the said in part recited bond, during such his absence abroad, he is therefore desirous of granting such release, relinquishment and exoneration of the said sum of —, and of the hereditaments and premises whereupon the sum is charged as hereinafter is expressed. Now this indenture witnesseth, that for the ends and purposes aforesaid, and for and in consideration of the sum of — lawful *British* money, to be paid by the said *T. L.* at or before the sealing and delivering of these presents (the receipt whereof is hereby acknowledged) he the said *D. G.* hath remised, released, renounced and relinquished, and by these presents doth fully and absolutely remise, release, renounce, quit-

Indenture witnesseth.

claim and relinquish, unto the said *T. L.* his ex- TRUSTEE.
 ecutors, administrators and assigns, all and every
 part and portion of the said sum of —, of lawful
 money of *Great Britain*, so paid, lent, and ad-
 vanced, unto the said *E. F.* on the security of the
 hereditaments and premises granted, released and
 conveyed, unto them the said *D. G.* and *T. L.*
 their heirs and assigns, or so mentioned and in-
 tended to be, in and by the said in part recited
 indenture of lease and release, of the — days of
 — as aforesaid, and all and every other sum and
 sums of money by them the said *D. G.* and *T. L.*
 or either of them, at any time or times, lent, se-
 cured, charged, or which may or can be charge-
 able, upon the said hereditaments and premises;
 or any part thereof together, also with all interest
 money now due, or hereafter to become due, in
 respect of such money or monies, on any part or
 portion thereof, and all the estate, right, title,
 interest, trust, property, claim and demand what-
 soever, which he the said *D. G.* now hath, here-
 tofore had, or hereafter shall, may, or can have
 or claim, either at law or in equity, in, to, or
 concerning the said sum and sums, or any part
 or parts thereof, or upon the said *E. F.* his heirs,
 executors, administrators or assigns, his, their, or
 either of their estates or effects, by reason thereof,
 whether through, under, or by virtue or means
 of the hereinbefore in part recited bond or obliga-
 tion, or the said in part recited indentures, or
 otherwise howsoever, and the receipt and receipts,
 and acquittance and acquittances of him the said
T. L. for all or such part or portion of the said sum
 of —, or of the interest thereof as he shall
 therein acknowledge to have received, or to have
 been paid, shall at all times be a good, suffi-
 cient and effectual discharge, or discharges for
 the same. And the more effectually to accom-
 plish the purposes aforesaid, and the more cer-

WITNESSETH. tainly to free and exonerate the lands and hereditaments of the said *E. F.* of and from all lawful and equitable claims and demands of the said *D. G.* thereupon. **THIS** indenture further witnesseth, that he the said *D. G.* in consideration of the sum of — of lawful *British* money, to him in hand paid by the said *T. L.* at or before the sealing and delivering hereof (the receipt whereof is hereby acknowledged) hath granted, released and conveyed, and by these presents doth grant, release, and convey, unto the said *T. L.* his heirs and assigns, all that and those capital and other messuage and messuages, public-houses, lands, tenements, hereditaments and premises, in and by the hereinbefore in part recited indentures of lease and release, mentioned to bear date respectively on or about the — days of —, which was in the year — granted, bargained, sold, released and confirmed, unto and to the use of him the said *D. G.* and the said *T. L.* their heirs and assigns, or therein expressed so to be as aforesaid, with all and every the rights, privileges, members and appurtenances whatsoever, to the same, or any of them belonging, or otherwise appertaining, and all and every the estate, right, title, interest, trust, property, claim and demand, both at law and in equity, of him the said *G. D.* his heirs and assigns therein and thereto, under, through, or by virtue or means of the hereinbefore recited bond or obligation, of the aforesaid hereinbefore recited indenture, or either of them, or otherwise howsoever, and the reversion, remainders, rents, issues and proceeds thereof, and of every part thereof, together with all deeds, writings and evidences relating thereto, or to any part thereof, in his custody or power. To have and to hold all and singular the said capital and other messuage and messuages, public-houses, lands, tenements, hereditaments and premises hereby granted, released,

Indenture witnesseth.

and conveyed, or so mentioned and intended to be, as aforesaid, with their and every of their rights, members, privileges and appurtenances whatsoever, unto the said *T. L.* his heirs and assigns, in as full and absolute a form and manner (but and upon, and subject nevertheless to such and the same trusts, conditions, limitations, intents and purposes in all respects) as he the said *D. G.* either alone, or jointly and together with the said *T. L.* has or holds, or heretofore had or held the same, or any part or portion thereof. AND the said *D. G.* doth hereby, for himself, his heirs, executors, administrators and assigns covenant, promise, declare and agree, to and with the said *T. L.* his heirs and assigns, in manner following, (that is to say) that he the said *D. G.* hath not, at any time or times heretofore, done or committed, or knowingly suffered to be done or committed, nor will at any time or times hereafter, do, commit, or knowingly suffer any one deed, matter or thing whatsoever, whereby or by means whereof the messuages, lands, tenements and hereditaments hereby granted, released and conveyed, or mentioned so to be as aforesaid, or any part thereof, or the said sum of —, secured or charged thereon, or other sum or sums of money hereby remised, released, renounced and relinquished, or expressed to be, as aforesaid, or any part thereof, are, is, may, or can be in any means incumbered, released, exonerated, discharged, or otherwise prejudiced or effected in value, title, or estates, and that he the said *D. G.* notwithstanding any such act, deed, matter or thing aforesaid, hath at the time of the sealing and delivering of these presents, full and lawful power and authority to grant, release, and convey the hereditaments and premises aforesaid, and to remise, release and relinquish the sum of —, and other the monies aforesaid, unto the said *T. L.*

PARTITION. his heirs, executors, administrators and assigns, in such manner and form as hereinafter is expressed. AND further, that he the said *D. G.* his heirs, executors, administrators and assigns, and all and every other person or persons, having or lawfully claiming, through, by, or under him, them, or any of them, any estate, right, title, or interest, in or to the aforesaid messuages, hereditaments and premises, or any part thereof, or in or to the said sum of —, or other monies aforesaid, or any part thereof, shall and will, at all times hereafter, make, do, acknowledge, levy, suffer and execute, all such further and other acts, deeds, matters, writings, instruments and things whatsoever (the expences, costs and charges thereof being borne and paid by the said *T. L.* or other person or persons interested in the premises aforesaid) for the further, better, more perfectly, and effectually accomplishing the intention and purposes of these presents, and of the parties hereto, in such and like manner as the same is, and are hereinbefore in that behalf expressed and declared. In witness, &c.

Release by way of Partition of Freehold and Copyhold Lands.

THIS Indenture of five parts, made, &c. Between *H. G.* of, &c. one of the two sons of *G. G.* and *E.* his wife, formerly *E. L.* both deceased, of the first part; *O. G.* of, &c. the other of the two sons of the said *G. G.* and *E.* his wife, of the second part; *M. B.* of, &c. a trustee for the said *H. G.* and *O. G.* of the third part; *C. P.* of, &c. of the fourth part; and *O. N.* of, &c. gent. of the

fifth part. WHEREAS, in and by certain indentures PARTITION. of mortgage lease, bearing date on or about the — day of —, and made between the said *E. G.* since deceased, by her then name and addition of *E. G.* of — afore said, widow, (a devisee named in the last will and testament of *A. B.* late of, &c. deceased,) *H. G.* and *O. G.* of the one part, and *O. W.* of, &c. of the other part, the said *E. G.* *H. G.* and *O. G.* in consideration of £ — then mentioned to be paid them by the said *O. W.* and which was accordingly paid, did grant and demise unto the said *O. W.* his executors, administrators, and assigns, all that messuage, &c. hereinafter more particularly mentioned and described, To hold unto the said *O. W.* his executors, administrators, and assigns, from the day of the date thereof, for the term of — years, subject to redemption, on payment of the said £ —, and interest, as then mentioned. AND whereas, in and by one other indenture, bearing date the — day of —, and made between the said *O. W.* of the first part; the said *E. G.* *H. G.* and *O. G.* of the second part; and *F. A.* esq. of the third part; (reciting the indenture before recited, or to that effect) it is witnessed, that in consideration of the sum of —, to the said *O. W.* in hand paid by the said *E. G.* *H. G.* and *O. G.* and of £ — paid him by the said *F. A.* by their direction, making together in the whole the sum of —, the full principal and interest due to the said *O. W.* on the said recited mortgage, he the said *O. W.* by and with the direction and appointment of the said *E. G.* *H. G.* and *O. G.* (testified as therein mentioned,) did assign, transfer, and set over, and the said *E. G.* *H. G.* and *O. G.* did ratify and confirm unto the said *F. A.* his executors, administrators, and assigns, all the said premises in the first recited indenture of mortgage contained, To hold to the said *F. A.* his executors, admi-

PARTITION. nistrators, and assigns, from henceforth, for and during all the then residue and remainder of the said term of — years, then to come and unexpired, subject to redemption by the said *E. G. H. G.* and *O. G.* any or either of them, on payment of £—, as therein mentioned. AND whereas, the said messuage, lands, and premises, and the said term and estate therein, afterwards became charged to the said *F. A.* with the further principal sum of — by him lent to the said *E. G. H. G.* and *O. G.* making in the whole the sum of —, which is still remaining due, and owing thereon, to the said *F. A.* but all interest for the same is paid and satisfied to the day of the date hereof. AND whereas, in and by certain indentures of lease and release, bearing date respectively the — and — days of — last past, the release being tripartite, and made between the said *H. G.* and *M.* his wife, and *O. G.* and *E.* his wife, of the first part; the said *M. B.* of the second part; and *E. D.* gent. of the third part. IT is witnessed, (the said *E. G.* the mother, being then dead,) that in order to bar, dock, and extinguish all estates tail, remainder and remainders, then expectant, and depending of and in the several messuages, &c. therein and hereinafter mentioned to be granted and released, and to the intent that such lands and premises might be settled and assured to the several uses therein declared, and hereinafter expressed, of and concerning the same, they the said *H. G.* and *O. G.* did grant, release, and convey, unto the said *N. B.* and his heirs, (amongst and together with other messuages, lands, and premises,) the aforesaid messuage, lands, and premises, and all and every other the messuages, cottages, tenements, lands, and premises, hereinafter also mentioned to be granted and released, with their and every of their appurtenances, To hold unto the said *M. B.* his heirs and assigns, for ever, to the intent and

purpose that he the said *M. B.* might become and **PARTITION.**
 be a good and perfect tenant to the freehold of ———
 all and singular the said premises, so that one or
 more good and perfect common recovery or com-
 mon recoveries, with vouchers, might be thereof
 had and suffered, in such manner as thereafter
 is expressed, the uses of which said recovery are
 thereby declared so as to, for, and concerning one
 undivided moiety or half part of the whole, into
 two equal parts to be divided, of all and singular
 the said messuages, &c. to the use and behoof of
 the said *H. G.* and *M. B.* and the heirs and assigns
 of the said *H. G.* nevertheless, as to the estate of
 the said *M. B.* in trust, to and for the said *H. G.*
 his heirs and assigns : and as to, for, and concern-
 ing the other undivided moiety or half part of the
 same several premises, to the use and behoof of
 the said *O. G.* and *M. B.* and the heirs and assigns
 of the said *O. G.* nevertheless, as to the estate of
 the said *M. B.* in trust to and for the said *O. G.*
 his heirs and assigns, and to and for no other use,
 &c. as in and by, &c. will appear. AND whereas,
 the said common recovery was in pursuance of the
 said last hereinbefore recited indenture had and
 suffered, as of *Hilary* term last past, as by the
 exemplification thereof, under the seal of the said
 court relation, &c. will appear. AND whereas,
 the said *H. G.* and *O. G.* by means aforesaid, and
 otherwise, are seised and possessed in equal un-
 divided moieties, as tenants in common, not only
 of the said several freehold messuages, &c. afore-
 said, and hereinafter mentioned to be granted and
 released, but also in a certain customary estate or
 tenement, in three dwelling-houses, situate in
 ——— aforesaid, and holden of the manor of —,
 by copy of court-roll, at the will of the lord, ac-
 cording to the custom of the said manor, and
 yearly rent of —, and being so seised and entitled,
 have this day mutually concluded and agreed to

PARTITION. make partition between them, of the said several messuages, &c. hereinbefore mentioned, both freehold and copyhold; and in order thereto, they the said *H. G.* and *O. G.* with the assistance of their friends and neighbours, have divided, as well such freehold as copyhold lands and premises, into two equal parts or shares, and one of such parts or shares, (to wit,) two messuages, &c. in —, and, &c. and which several parcels and premises have been valued and agreed on, by and between the said parties, and are by them set at the sum of —, and are allotted, and intended to be hereinafter limited in use to the said *H. G.* by agreement of the said parties, as the moiety part and share of the said *H. G.* of the said messuages, &c. so agreed and intended to be divided, and to be held in severalty by him as aforesaid; and that all the aforesaid messuage, farm, &c. in — and —, and, &c. hereinafter covenanted, and agreed to be surrendered, are likewise valued at, and agreed on, by and between the same parties, to be of the value of £—, subject to a deduction of £—, for the principal of the said mortgage-debt due to the said *F. A.* and which reduces the same to the sum of — and is allotted, and hereafter limited, or agreed to be surrendered to the said *O. G.* and his heirs, and which by the said agreement of the said parties, is the moiety, part, and share, of the said *O. G.* of and in the messuage, &c. as well copyhold as freehold, so agreed, and mentioned to be divided, and to be held in severalty, as aforesaid. **AND** whereas, the value of the premises so allotted to the said *O. G.* after such deduction as aforesaid, exceeds those allotted to the said *O. G.* in —, in the sum of —; it is therefore agreed that the said *H. G.* shall pay to the said *O. G.* the sum of —, for equality of partition. *Now this Indenture witnesseth, that in pursuance of the said agreement, and in order to perfect the*

Indenture witnesseth,

partition and division so made as aforesaid, and to PARTITION. the end that each of the said parties, their heirs ——— and assigns, may hold and enjoy for ever hereafter, in severalty, and distinct from each other, the said hereditaments and premises allotted to them. AND in consideration of the sum of — of lawful money of *Great Britain*, to him the said *O. G.* in hand well and truly paid by the said *H. G.* at or before the sealing and delivery hereof, for equality of partition, the receipt and payment whereof he the said *O. G.* doth hereby acknowledge, and thereof doth acquit, release, and discharge the said *H. G.* his heirs and assigns, by these presents, and of — to *H. G. O. G.* and *M. B.* paid by the said *C. P.* they the said *H. G.* and *O. G.* and also the said *M. B.* by the direction and appointment of the said *H. G.* and *O. G.* (testified by their being parties, &c.) have, and each and every of them hath granted, bargained, sold, aliened; re-leased, and confirmed, and by these presents do, Release, &c. and each and every of them doth grant, &c. unto the said *C. B.* (in his actual possession, &c.) and to his heirs and assigns, all those, &c. all which said last hereinbefore granted and released premises, with their appurtenances, is the lot, moiety, part, and share, of the said *H. G.* of and in the said premises, so agreed to be divided as aforesaid, and to be for ever hereafter held by him and his heirs, in severalty, as aforesaid. AND also all that, &c. and which said several last hereinbefore mentioned to be granted and released messuages, &c. with their and every of their appurtenances, together with the said copyhold premises in the lot, moiety, part, and share, of the said *O. G.* of and in the said hereditaments agreed and intended to be divided, and to be for ever hereafter held by him the said *H. G.* and his heirs, in severalty, as aforesaid, and also all houses, &c. and the reversion, &c. and all the estate, &c. To have and to

PARTITION, hold the said several, &c. hereinbefore mentioned, and intended to be hereby granted and released, with their and every of their appurtenances, unto the said *C. P.* his heirs and assigns, upon the trusts, and to and for the uses, intents, and purposes, hereinafter mentioned, expressed, and declared, of and concerning the same, (that is to say) as, to, for, and concerning all that the aforefaid messuage, &c. hereinbefore mentioned to be the lot and part of the said *H. G.* and his heirs, with their and every of their appurtenances, unto them the said *H. G.* and *C. P.* their heirs and assigns, to the only, sole, and proper use, benefit, and behoof, of the said *H. G.* and *C. P.* and the heirs and assigns of the said *H. G.* for ever, to be held in severalty as aforefaid, as the full moiety, lot, part, and share, of the said *H. G.* and his heirs, of and in all the aforefaid messuages, &c. as well copyhold as freehold, so agreed to be divided as aforefaid, nevertheless, as to the estate of the said *C. P.* and his heirs, in trust for the said *H. G.* and his heirs and assigns, and to and for no other use, &c. and as, to, for, and concerning the said last hereinbefore mentioned, &c. and all and every other the freehold messuages, &c. hereinbefore mentioned to be the lot and part of the said *O. G.* and his heirs, with their and every of their appurtenances, unto them the said *O. G.* and *I. N.* their heirs and assigns, to the only proper use, benefit, and behoof of them the said *O. G.* and *I. N.* and the heirs and assigns of the said *O. G.* for ever, to be held in severalty as aforefaid, and which, together with the aforefaid copyhold, &c. hereinafter covenanted to be surrendered, is the full moiety, lot, part, and share, of the said *O. G.* of and in all and every the aforefaid messuages, &c. as well freehold as copyhold, so agreed to be divided as aforefaid, nevertheless, as to the estate of the said *I. N.* and his heirs, in trust for the said *O. G.* and his heirs, as

aforesaid, and to and for no other use, &c. AND the PARTITION
 said H. G. for the considerations aforesaid, and in —————
 order to perfect and complete such partition, doth
 hereby for himself, his heirs, and assigns, covenant,
 promise, and agree, to and with the said O. G.
 his heirs and assigns, that he the said H. G. his
 heirs or assigns, shall and will, at the next court
 baron, to be held for the said manor of ———,
 procure him and them to be admitted tenant, ac-
 cording to the custom of the said manor, of an
 undivided moiety of all and every the said cus-
 tomary or copyhold messuages, &c. with the ap-
 purtenances, and that the said H. G. and E. his
 wife, his heirs and assigns, shall and will, im-
 mediately, at the same court, at the proper costs
 and charges of the said O. G. his heirs or assigns,
 surrender, or cause to be surrendered, in the hands
 of the lord or lords of the said manor, according
 to the custom of the said manor such customary
 or copyhold messuages, &c. with the appurte-
 nances, to the use and behoof of him the said O. G.
 his heirs and assigns for ever, to the intent that
 he the said O. G. may be admitted tenant thereto,
 to hold to him and his heirs for ever, according to
 the custom of the said manor. [*Covenant from
 M. B. that he has done no act to incumber.*] [*Co-
 venant from O. G. (that for and notwithstanding any
 act, &c. by him the said O. G. done, &c. to the con-
 trary,) they the said O. G. and M. B. have power
 to grant, &c. to the said H. G. peaceable enjoyment,
 free from incumbrances, and for further assurances.*]
 [*Covenant from H. G. that for and notwithstanding,
 &c. they the said H. G. and M. B. have power to
 grant to O. G. peaceable enjoyment, free from incum-
 brances, and for further assurances, &c. In wit-
 ness, &c.*

PARTITION. *Deed of Partition and Release between Tenants in Common.*

Recital of marriage settlement.

THIS INDENTURE of four parts, made, &c. &c. between *M. M.* of —, &c. widow, late *M. C.* spinster, one of the two daughters and coheiresses of *D. C.* late of, &c. gentleman, and *M.* his wife, both deceased, of the first part; *A. H.* of, &c. widow of *T. H.* late of, &c. deceased, late *A. C.* spinster, the other of the two daughters and coheiresses of the said *D. C.* and *M.* his wife, of the second part; *J. M.* of, &c. merchant, and *U. U.* of, &c. merchant, of the third part; and *J. P.* of, &c. and *N. P.* of, &c. of the fourth part. WHEREAS, by indentures of lease and release, bearing date respectively, the — and — days of —, and made, or mentioned to be made, between the said *T. H.* since deceased, of the first part; the said *A. H.* then *A. C.* spinster, of the second part; the said *M. C.* widow of the said *D. C.* of the third part; and *D. H.* since deceased, and *J. M.* of, &c. merchant, of the fourth part; reciting, that a marriage was intended to be shortly had and solemnized between the said *T. H.* and *A. C.* and that the said *A. C.* as one of the coheiresses of her said father, was seised of, or intitled in possession to one full fourth part, undivided, of and in all those messuages or tenements, lands or hereditaments, situate at —, in the county of —, then or late in the tenure or occupation of the said *M. C.* and of *T. M. J. M. T. G. T. G. B. G. F.* and *D.* being copyhold, and held of the manors of —, some or one of them, in the said county of —; and that the said *A. C.* was also seised of, or intitled to the reversion of and in one other fourth part of the said premises, expectant on the decease of the said *M. C.*; and reciting, that by indenture of agree-

ment, bearing date on or about the — day of —, PARTITION.
 and made between the said *D. C.* and *M.* his wife, —————
 of the one part, and *J. B.* and *V. B.* of the second part, It was agreed, that £——, arising by
 sale of a messuage and farm at —, in the county
 of —, late the estate of the said *M. C.* which
 she had agreed to sell at the request of the said
D. C. should be laid out again in the purchase of
 lands, tenements, and hereditaments, in — or
 —, or within — miles of the same, in the
 names of the said *J. B.* and *V. B.* and should be
 held by them, in trust, to permit the said *D. C.*
 and *M.* his wife, and the survivor, during their
 lives, to receive the rents thereof, without im-
 peachment of waste, and from and after the de-
 cease of the survivor of them, then to the use of
 all and every the child and children of the body
 of the said *M. C.* lawfully begotten, or to be be-
 gotten by the said *D. C.* in such manner, and in
 such proportions, and to and for such intents and
 purposes as the said *D. C.* and *M.* his wife, in
 their lifetime, or in default thereof, the survi-
 vor after the death of the other of them, by any
 writing or writings under his or her hands and
 seal, to be attested by three or more witnesses, or
 by her will, attested as aforesaid, should appoint;
 and for want thereof, then to be equally divided
 between them; and reciting, that the said *D. C.*
 was dead, and that the said *M.* had issue by the
 said *D. C.* only two daughters, *M.* then *M. M.*
 widow, and the said *A. C.*; and reciting, that
 pursuant to the said recited indenture, a certain
 messuage, tenement, and farm, situate at the
 north end of —, in the said county of —,
 called —, with the several out-houses,
 lands, and appurtenances thereunto belonging,
 then in the occupation of *T. P.* his under-tenants,
 or assigns, being part freehold and part copyhold,
 the said copyhold, being held of the manor of —,

PARTITION. in ———, had been purchased, with part of the ——— said £——, to which said messuage, farm, and premises the said *M. M.* and *A. C.* would be entitled, each in some proportion, after the decease of the said *M. C.*; but that the said *M. C.* in prospect and consideration of the said intended marriage, and other considerations her thereunto moving, had agreed, that the said premises at ——— should, at her death, descend to and upon her said two daughters, and their heirs and assigns, equally between them, and to quit and forego her right of appointment thereof between her said daughters in any other proportions; and reciting, that the said *M. C.* was seised to her, and her heirs, of and in two messuages, situate in ———, the one in the occupation of *H. S.* and the other of them, being adjoining thereto, on the north side thereof, in the occupation of *I. W.*; and that also, in prospect and consideration of the said intended marriage, it had been agreed between the said *M. C.* and her said two daughters, that the said two messuages (being of greater value than the remainder of the said £—— not then laid out in the purchase of lands or tenements, pursuant to the said recited indenture of agreement, should be taken, accepted, and considered, as if the same had been actually purchased with the remainder of the said £——, and be subject to the uses and trusts in the said recited indenture contained and expressed concerning the estate to be purchased with the said £——, and, in consideration thereof, that the remainder of the said £—— should be paid to the said *M. C.* for her own use, and that the same had been paid to her accordingly; and that the said *M. C.* for the considerations aforesaid, had also further agreed and appointed, with the consent of her said two daughters, and of the said *T. H.* that the said two messuages, or tenements,

which were nearly of equal value one with the other, should, at her death, go to her said two daughters, and their heirs, in manner following, viz. the said messuage, in the occupation of the said *H. S.* to the said *M. M.* and her heirs, and the said messuage, or tenement, in the occupation of the said *I. W.* to the said *A. C.* her heirs and assigns, freed and discharged of all further right of appointment in or by the said *M. C.* in or by virtue of the said recited indenture, or otherwise howsoever; and reciting, that upon the treaty for the said intended marriage it had been further proposed and agreed between the said *T. H. M. C.* and *A. C.* that the said several shares and interests of the said *A. C.* in the said several messuages, or tenements, farms, lands, and hereditaments, as well as copyhold, should be conveyed, surrendered, and settled, upon trust, for making some provision for the said *A. C.* in case the said intended marriage should take effect, and she should survive the said *T. H.* and also for the issue of the said intended marriage, in such manner as therein-after mentioned, It was witnessed, that in consideration of the said intended marriage, and for settling and conveying the said messuage in the occupation of the said *I. W.* to the uses, and upon the trusts after mentioned, and in consideration of 5 s. to the said *M. C.* paid by the said *T. H.* and *J. M.* she did grant and release unto the said *T. H.* and *J. M.* all the said messuage in the occupation of the said *I. W.* with the appurtenances, to hold unto the said *T. H.* and *J. M.* their heirs and assigns, to the use of the said *M. C.* for life, with remainder to the use of the said *A. C.* and her heirs, until the said marriage should be had, with remainder to the use of the said *T. H.* and *A.* his intended wife, for their lives, and the life of the longer liver, with remainder to the use of the said *T. H.* and *J. M.* and their

PARTITION.

PARTITION. heirs, upon trust, to preserve the contingent uses thereafter limited, with remainder to the use of all and every such one or more child or children of the said *T. H.* on the body of *A.* his intended wife to be begotten, and for such estate and estates in such parts and proportions, in manner and form, with or without other power of revocation, as the said *T. H.* and *A.* his intended wife, or the survivor of them, should by deed or will to be attested by three witnesses, appoint, and in default thereof, or in case any such should be, when and so soon as the estates and interests thereby limited, should end and determine, and as to such part and parts whereof no such appointment should be made to the use of all the children of the said marriage, equally as tenants in common, and the several heirs of his, her, and their bodies, and in case one or more such child should happen to die without issue, then as to the share of him, her, or them so dying without issue, to the use of the survivors or survivor of them, as tenants in common, and the several heirs of the body and bodies of such survivors or survivor, and in case all such children but one should happen to die without issue, or in case there should be but one such child, then to the use of such surviving or only child, and the heirs of his or her body, and for default of such issue, then to the use of the survivor of them, the said *T. H.* and *A.* his intended wife, his or her heirs and assigns, for ever, and it was covenanted and agreed, that they the said *T. H.* and *A.* his intended wife, should as soon as conveniently might be, after the said intended marriage or some general or other court or courts to be held for the said manor of ——— of which the said copyhold part of the said messuage or tenement, farm, lands, and hereditaments at ———, was held, and for the several manors of which the said several copyhold, messuages or tenements, lands and premises at ———, were

held at the costs and charges of the said *T. H.* PARTITION.
 duly surrender according to the custom of the
 said manors respectively, all her one undivided
 moiety or half part of the said copyhold premises
 at —, expectant on the decease of the said *M. C.*
 AND also all that her undivided fourth part of the
 said copyhold or customary messuages or tene-
 ments, lands and hereditaments then in the im-
 mediate possession of the said *A. C.* and also
 all that one other fourth part undivided, of the
 said copyhold or customary messuages or tene-
 ments, lands and hereditaments at —, expectant
 on the decease of the said *M. C.* with their and
 every of their appurtenances, to the use and be-
 behoof of such person and persons, (other than the
 said *M. C.*) and for such estates, powers, manner,
 and form as the said messuage or tenement with the
 appurtenances in — in the occupation of the said
I. W. was thereinbefore limited and appointed, or as
 near the same as might be, and the death of par-
 ties, and the nature of copyhold estates would ad-
 mit, and that until such fines, conveyances, and
 surrenders should be made, they the said *M. C.* and
A. C. should stand seised thereof, to the several
 uses aforesaid, and the rents, issues, and profits
 thereof should be had and received by such person
 and persons as would be entitled thereto, respec-
 tively, when the conveyances and surrenders should
 be made and perfected, according to the intent
 and meaning of the said indenture, subject never-
 theless. AND it was thereby provided, declared,
 and agreed, that nothing therein contained should
 extend or be construed to extend, to debar, or
 hinder the said *T. H.* and *A.* his then intended
 wife, or the survivor of them, from making and
 perfecting a partition or division of the premises,
 or any part thereof, with the said *M. M.* and her
 heirs, or any person or persons who was, or were,
 or should or might be entitled to the other share

PARTITION. or shares of the premises so as such part or parts of the premises as should be allotted for, or in lieu of the share or shares of the said *A. C.* therein should be settled and conveyed, or surrendered to the same uses, and upon the same trusts and purposes as were thereinbefore mentioned and declared concerning the said premises thereby settled or intended so to be, except the said power for making a partition. AND whereas the said *M. C.* signed a memorandum or agreement, bearing even date with the said last in part recited indenture of release, stating that she had agreed with her daughters, the said *M. M.* and *A. C.* to convey to them after her decease, her two houses in—, in lieu of lands and tenements agreed and intended to be purchased with the remainder of the sum of —, vested in the said *I. B.* and *V. B.* as trustees, for her and her late husband, the said *D. C.* for that purpose she did thereby declare, that she had received of the said trustees, with the consent of her said daughters, the said residue of the said £—, to her own use, and had that day conveyed to, or to the use of her said daughter, *A. C.* one of the said messuages in the occupation of the said *I. W.* and thereby promised and agreed that she would at any time upon the request of her said daughter *M. M.* convey to her heirs and assigns, her said other messuage in —, then in the occupation of the said *M. S.* or would leave the same to her by her will, subject to the life estate of her the said *M. C.* therein. AND whereas, by indenture bearing date the — day of —, and made or mentioned to be made between the said *M. C.* of the one part, and the said *M. M.* of the other part; it was witnessed, that for the considerations therein mentioned, the said *M. C.* did thereby covenant, that she and her heirs, and all other persons that were then, or that thereafter should be seized of the said messuage, with the appurtenances situate in —, aforesaid then or late in the oc-

eupation of *I. S.* should from thenceforth stand **PARTITION.**
 and be seised of the same, with the appurtenances, ———
 to the use of the said *M. C.* for her life, and from
 and after her decease, to the use of the said *M. M.*
 her heirs and assigns, for ever. AND whereas, by Recital of agreement.
 certain articles of agreement, tripartite, bearing
 date on or about the ——— day of ———, and made
 or mentioned to be made between the said *M. C.*
 of the first part; the said *M. M.* of the second
 part; and the said *T. H.* and *A.* his wife, of the
 third part; reciting amongst other things, that it
 was considered beneficial for all parties, that a
 partition should be made between the said *M. M.*
 and *A. H.* of the said several estates; and there-
 upon it hath been agreed, that an estimate and
 valuation should be made of the said estates at —
 and ———, the said houses in ——— having been
 already divided by two indifferent persons skilful
 in such business, one to be chosen and named by
 the said *M. M.* and the other by the said *T. H.*
 and that after such estimate and valuation was
 made, the whole of the said estates at ———, should
 be settled and conveyed to and to the use of the said
T. H. and *A.* his wife, for such estates and interests
 as they were respectively entitled to; under the said
 settlement made on their marriage, and in regard
 the said estates might not upon the estimate so to
 be made, appear to be of equal value, that it had
 been further agreed to refer the allotment of an
 equivalent, either in money, land, or houses, to
 make both estates of equal value, to the determi-
 nation of *T. H.* of &c. gent. and *B. R.* of &c.
 gent. and that it had been agreed, that the said
M. C. should join in the conveyances of the said
 several estates to be made in consequence of the
 said partition, and that in consideration thereof, an
 annuity should be settled and secured to the said
M. C. for her life, as therein mentioned. It was
 thereby witnessed, declared and agreed, by and be-

PARTITION. tween all the said parties thereto, and the said *M. M.* and *T. H.* did thereby for themselves, severally and respectively, and for their several and respective heirs, executors, and administrators, covenant, promise, and agree, to and with each other, that they would within — days from the date thereof, severally nominate and choose one skilful indifferent person to survey and make an estimate of the value of the said several estates at — and —, in their then present condition, and that after such estimate should be made, they would submit the allotting and settling the equivalent to be paid or made in money, lands, or houses, by either of them, to make the estates of equal value, to the judgment and determination of the said *T. H.* and *B. R.* and that they would stand to, and abide by such determination, and join in all proper and reasonable conveyances, for conveying and settling the said estates accordingly, nevertheless, it was understood and agreed by all the said parties, that upon said partition the whole estate at —, was to go to the said *M. M.* and the estate at — to the said *T. H.* and *A.* his wife, save only such parts of either, as upon settling the said equivalent might be adjudged by the said *T. H.* and *B. R.* to go and be conveyed to the other of them the said *M. M.* and *T. H.* and *A.* his wife, in lieu of money to make the partition equal, and that each party should have immediate liberty to let their respective shares. AND it was thereby further agreed between all the said parties, that the said *M. C.* should and would, when and so soon as the said estimate should be made, and the equivalent settled as aforesaid, join in conveying to the said *M. M.* and *T. H.* and *A.* his wife, the said estates so to be allotted and adjudged to them respectively, nevertheless, as to the estates so to be allotted to the said *T. H.* and *A.* his wife, according to their respective estates and interest, under or by

virtue of their said marriage settlement. AND PARTITION, whereas, the said *M. M.* and *T. H.* and *A.* his wife, duly nominated and appointed *W. D.* and *S. D.* two indifferent persons, to survey and value the said estates, and which they surveyed and valued accordingly, in or about the month of —, and duly subscribed their names thereto; and they thereby agreed that the whole of the said messuage, lands, hereditaments and premises, both freehold and copyhold, at —, aforesaid, and which were then in the occupation of —, at £ — per annum, with the timber were worth £ —, and that the said *T. H.* ought to have the money paid to him that was allowed for delapidations and all the timber on the said premises then cut down, and that the whole of the several copyhold lands and tenements, at several rents, amounting to £ — were worth £ —. AND whereas, the said *T. H.* was paid by the said *M. M.* the sum of —, which was the money allowed for delapidations, and he laid the same out in repairing the said messuages and premises at — aforesaid, and he also possessed, and had all the timber then cut down on the said premises at —, and which was also used in repairing the same, by which said valuation of all the said premises at — and — aforesaid, it appeared that the sum of —, to be paid by the said *M. M.* to or for the use of the said *T. H.* and *A.* his wife, and the person and persons entitled under their marriage settlement, would make the said hereditaments and premises at — aforesaid, of equal value with the said hereditaments and premises at — aforesaid, and which the said *M. M.* agreed to pay, and hath paid interest for the same to the said *M. C.* and *T. H.* and *A.* respectively, up to the date of these presents. AND whereas, before the said partition was effectually completed, and the said premises conveyed and surrendered, the said *M. C.*

Of survey and
award.

PARTITION. *T. H.* and *A.* his wife, respectively departed this life, whereby the said partition could not under the said articles be completed. **AND** whereas, the said *M. M.* duly made and published her last will and testament in writing, attested by three witnesses, bearing date the — day of —, and thereby after reciting, that on the marriage of the said *A. H.* she did, in pursuance of a power vested in her, as therein and hereinbefore mentioned, appoint one moiety of the said messuage and premises at —, aforesaid, to the said *A. H.* as aforesaid, she the said *M. C.* did therefore give and devise to the said *M. M.* and her heirs for ever, the other moiety thereof, **AND** reciting that she the said *M. C.* had on the marriage of the said *A. H.* settled and conveyed to the uses of the said marriage as aforesaid, one of the messuages in —, aforesaid, in the occupation of *I. U.* she the said *M. C.* did also by her said will, give and devise the other of the said messuages in —, then in the occupation of *M. S.* unto the said *M. M.* her heirs and assigns, for ever, and declared that the same should be in lieu and full satisfaction of all claims and demands which she the said *M. M.* had or might claim, out of the said residue of the said —, or any lands or tenements agreed to be purchased therewith. And the said *M. C.* gave the residue of her personal estate unto the said *M. M.* and appointed her sole executrix of her said will. **AND** whereas, the said *T. H.* left issue by the said *A.* their only child now living, of the age of — years, or thereabouts; and whereas in order to proceed in and perfect the said partition, certain other articles of agreement, bearing date the — day of — now last past, and made between the said *M. M.* of the one part; and the said *A. H.* of the other part; they the said *M. M.* and *A. H.* did, for

Recital of will.

Of issue.

themselves, their heirs, executors and administrators, covenant, promise, and agree with each other, that they would submit the allotting and settling the equivalent to be paid, or made, in money, lands or houses, to make the estates of equal value to the judgment and determination of the said *J. P.* and *N. P.* and that they would stand to and abide by such determination, and join in all proper and reasonable conveyances and surrenders for conveying and settling the said several messuages, lands and hereditaments in — and — aforesaid. **PARTITION.**

NEVERTHELESS, it was understood and agreed, by all the said parties thereto, that upon the said partition the whole estate at — was to go to the said *M. M.* and the estate at — to the said *A. H.* save only such part of the hereditaments at —, if any, as upon settling the said equivalent might by the said *J. P.* and *N. P.* go and be conveyed, or surrendered, to or for the said *A. H.* and her said son, according to their respective estates and interests, under or by virtue of the said marriage settlement of the said *A. H.* AND whereas, the said *J. P.* and *N. P.* by their deed-poll, and award or determination, under their hands and seals, bearing date the — day of — now last past, and indorsed on the said last recited articles, did, pursuant to the powers thereby vested in them, adjudge and determine, that the said *M. M.* should pay to the said *J. M.* and *U. U.* or either of them, upon the trusts, and to the uses of the said marriage settlement mentioned, the sum of —, of lawful money of *Great Britain*, as an equivalent to make up the value of the said hereditaments and premises at — aforesaid, equal in value to the said hereditaments and premises at — aforesaid, as in and by the said in part recited indentures, articles, deed-poll, valuation, and will, reference being thereunto had will more fully and at large appear.

Of deed-poll.

PARTITION. AND whereas the said *M. M.* and *A. H.* are satisfied with the said determination, and are willing and are desirous to comply therewith. Now this indenture witnesseth, that in consideration of the premises, and for making a perfect partition of all the said hereditaments and premises, and for carrying the said in part recited agreement into execution, upon the footing of the said estimates and valuations made by the said *W. D.* and *S. D.* and of the said adjudication and determination of the said *J. P.* and *N. P.* as aforesaid, and also for and in consideration of the sum of — a-piece to them the said *M. M.* and *A. H.* in hand, at or before the sealing and delivering of these presents, well and truly paid by the said *J. M.* the receipt whereof is hereby acknowledged, they the said *M. M.* and *A. H.* have, and each of them hath, granted, bargained, sold, released and confirmed, and by these presents do, and each of them doth, grant, bargain, sell, release and confirm, unto the said *J. M.* (now in his actual possession by virtue of a bargain and sale to him thereof made by the said *M. M.* and *A. H.* in consideration of —, by indenture bearing date the day next before the day of the date of these presents, commencing from the day next before the day of the date of the same indenture of bargain and sale, and by force of the statute for transferring uses into possession) his heirs and assigns, all that the said messuage, tenement and farm, situate at the north end of — aforesaid, with the lands and appurtenances thereunto belonging, or so much thereof as is freehold. AND also the said two messuages or tenements, with the appurtenances, situate and lying in — aforesaid, now or late in the occupation of *H. S.* and *J. W.* and all houses, outhouses, buildings, yards, gardens, lands, meadows, pastures, ways, waters, water-courses, trees, woods, underwoods, commodi-

ties, advantages, hereditaments and appurtenances **PARTITION.**
 whatsoever, to the said several messuages or tenements, farm, lands, hereditaments and premises, or any of them, or any part or parcel thereof, belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents and arrears of rents, issues and profits thereof, and of every part and parcel thereof, and also all the estate, right, title, interest, trust, property, claim and demand whatsoever, both at law and in equity, of them the said *M. M.* and *A. H.* of, in, to, or out of the said several messuages or tenements, farm, lands, hereditaments and premises, or any of them, or any part or parcel thereof. To have and to hold the said several messuages or tenements, farm, lands, hereditaments and premises, and every part thereof, with their and every of their appurtenances, unto the said *J. M.* his heirs and assigns for ever, to and for the uses hereinafter mentioned and declared, of and concerning the same respectively, that is to say, as to the said messuage or tenement, with the appurtenances, in —, now or late in the tenure or occupation of the said *H. S.* to the use and behoof of the said *M. M.* her heirs and assigns for ever, and as and to all and singular other the said freehold messuages or tenements, farms, lands, hereditaments and premises, with their and each and every of their appurtenances, to, for, and upon such of the several uses, trusts, intents and purposes, in and by the said recited indenture of release, of the — day of —, mentioned, expressed and declared, as are existing and capable of taking effect, and to and for no other use, intent or purpose whatsoever. **AND** the said *M. M.* for herself, her heirs, executors and administrators, doth covenant, promise and agree, to and with the said *A. H.* her heirs, executors and administrators, by these presents, in

Habendum.

Covenant to
surrender the
copyhold.

PARTITION. the manner following, that is to say, that she the said *M. M.* and her heirs, shall and will at the next general or other court or courts, to be holden for the said manor of —, in — afore-
 said, or other manor or manors, of which the said copyhold, part of the said farm, lands, hereditaments and premises, at — afore-
 said, is held at the costs and charges of the said *A. H.* by such surrender, release, or other sufficient ways and means in the law, according to the custom of the manor or manors afore-
 said, and in such manner, as by the said *A. H.* or her heirs, or their counsel learned in the law, shall be reasonably devised, or advised and required, surrender, release and convey, or cause to be surrendered, released, and conveyed, all and singular the said copyhold or customary lands, tenements, and hereditaments, part of the said farm, lands, and estate at —, and holden of the said manor or manors, according to the antient and usual description thereof, and all the estate, right, title, interest, trust, possession, property, claim, and demand whatsoever, of the said *M. M.* of, into, or out of the same, and every or any part or parcel thereof; to the use and behoof of such person and persons, and for such estates, and with, under, and subject to such powers, trusts, and agreements as are hereinbefore declared concerning the freehold part of the said estate at —, or as near thereto as the nature of copyhold estates, and the common practice with respect thereto will allow. **AND** further, that she, the said *M. M.* hath not, at any time or times heretofore made, done, committed, or wittingly suffered, any act, matter, or thing whatsoever, whereby, or by reason or means whereof, the said messuage or tenement in —, now or late in the occupation of the said *J. W.* or the said farm, lands, and estate at —, freehold and copyhold, or any part thereof, is, are, shall,

Mrs. M. covenants that she has done no act to incumber.

or may be impeached or incumbered, in title, PARTITION.
 charge, estate, or otherwise howsoever. _____
 AND further, that it shall and may be lawful to and for For quiet en-
 the said *A. H.* and all other person and persons, joyment.
 who is, are, or shall or may be entitled to the said
 freehold and copyhold premises last mentioned,
 under or by virtue of these presents, and the said
 indenture of the — day of —, from time to
 time, and at all times hereafter, peaceably and
 quietly to enter into, have, hold, occupy, possess
 and enjoy the same premises, and every of them,
 and receive and take the rents, issues and profits
 thereof, which have accrued and shall accrue from
 and since —, last past, to and for her and their
 own use and benefit, without the lawful let, suit,
 hindrance, interruption, or denial of or by the
 said *M. M.* her heirs, executors, or administra-
 tors, or of or by any other person or persons,
 claiming, or who shall or may claim, by, from, or
 under, or in trust for her, or by or through her
 act, means, default, assent, consent, privity or
 procurement. AND lastly, that she, the said To do further
M. M. and her heirs, and all other person or per- acts.
 sons, having, or lawfully claiming, any estate,
 right, title, trust or interest, into or out of the same
 premises, or any of them, or any part thereof, by
 or under her, shall and will from time to time, and
 at all times hereafter, during the term of — years,
 next ensuing the date hereof, upon every reason-
 able request, and at the proper costs and charges
 of the said *A. H.* her heirs or assigns, make, do,
 and execute, or cause to be made, done, and exe-
 cuted, all and every such further or other lawful
 and reasonable acts, deeds, surrenders, releases,
 conveyances, and assurances in the law whatsoever,
 for the further and better releasing, surrendering,
 conveying and assuring of the said messuages,
 farm, lands and premises last mentioned, with the
 appurtenances, to, for, and upon the several uses,

PARTITION. trusts, intents, and purposes, in and by the said ——— indenture of the — day of ———, and by presents before limited, appointed, and declared, be it by fine or fines, feoffment, common recovery, or otherwise, as by the said *A. H.* her heirs or assigns, or her or their counsel learned in the law, shall be reasonably advised, devised and required, so as the party or parties who shall be so required to make such further assurances, be not compelled or compellable for the doing thereof, to go or travel from her or their usual place of abode, and so as no further or other warranty or covenants than against the acts of the person or persons requested to make such further assurance be contained therein. **AND** this indenture further witnesseth, and it is hereby declared and agreed by and between the said parties to these presents, that for the considerations aforesaid, and for and in consideration of the said sum of ———, of like lawful money, by her, the said *M. M.* unto the said *U. U.* upon the trusts aforesaid, at or before the ensealing and delivery of these presents, well and truly paid, and also in consideration of the sum of ———, to her, the said *A. H.* in hand, also paid by the said *M. M.* at or before the sealing and delivery of these presents, the receipt of which said sum of ——— as aforesaid, they, the said *A. H.* and *U. U.* do thereby acknowledge, and thereof, and of and from the same and every part thereof, they do acknowledge respectively, acquit, release, and discharge her, the said *M. M.* her heirs, executors, and administrators, for ever, by these presents, she, the said *A. H.* doth for herself, her heirs, executors, and administrators, covenant, promise, and agree to and with the said *M. M.* her heirs, executors, administrators, and assigns, by these presents, in manner following, (that is to say,) that she the said *A. H.* or her heirs, and all other person or persons claiming, by, from, under, or in

The sum awarded to make the estates of equal value.

trust for her or them, shall and will at the next PARTITION, general or other court or courts to be held for the said manor of —, and other manor and manors of which the said customary or copyhold messuages or tenements, lands and hereditaments at — aforesaid, are held at the proper costs and charges of the said M. M. her heirs or assigns, by such surrender or surrenders, release or releases, or other lawful and reasonable ways and means in the law, according to the custom of the manor and manors of which the said hereditaments are held, as by the said M. M. her heirs or assigns, or her or their counsel learned in the law, shall be reasonably devised, advised, and required, surrender, release, and convey, or cause to be surrendered, released and conveyed, all and singular the said copyhold or customary messuages or tenements, lands and hereditaments at — aforesaid, and all their, and each and every of their estate, right, title, interest, possession, property, claim, and demand whatsoever, of, into, or out of the same, and every or any part or parcel thereof, to the use and behoof of the said M. M. her heirs and assigns for ever. AND further, that she, the said A. H. hath not at any time or times heretofore, made, done, committed, or wittingly or willingly suffered, any act, matter, or thing whatsoever, whereby, or by reason or means whereof, the said messuage or tenement in —, now or late in the tenure or occupation of the said H. S. and the said messuages, lands, and hereditaments at —, or any of them, or any part of them, is, are, can, shall or may be, impeached, charged, or incumbered, in title, charge, estate, or otherwise howsoever. AND likewise, that it shall and may be lawful to and for the said M. M. her heirs and assigns, from time to time, and at all times hereafter, peaceably and quietly to enter into, have, hold, occupy, possess, and enjoy the same premises, and

Covenant from
A. H. that she
has done no
act to incumber.

Quiet enjoy-
ment.

PARTITION. receive and take the rents, issues and profits thereof, which have accrued from and since the said —, now last past, to and for her and their own use and benefit, without the lawful let, suit, hindrance, interruption, or denial, of or by the said *A. H.* her heirs or assigns, or of or by any other person or persons, claiming, or who shall or may hereafter claim, by, from, or under, or in trust for her or them, any or either of them, or under the said settlement, or by or through her or their, or any of their acts, means, default, assent, consent, privity or procurement. **AND** also, that she the said *A. H.* and her heirs and assigns, and all other person or persons having or lawfully claiming any estate, right, title, trust or interest, of, in, to, or out of the said last mentioned hereditaments and premises, or any of them, or any part thereof, by or under her, them, or any of them, shall and will from time to time, and at all times hereafter during the term of — years, next ensuing the date hereof, upon every reasonable request, and at the proper costs and charges of the said *M. M.* her heirs or assigns, make, do, and execute, or cause or procure to be made, done, and executed, all and every such further or other lawful and reasonable acts, deeds, surrenders, releases, conveyances, and assurances in the law whatsoever, for the further and better releasing, surrendering, conveying, and assuring of the said messuages or tenements, lands, hereditaments, and premises, last mentioned, to the use and behoof of the said *M. M.* her heirs and assigns, as aforesaid, be it by fine or fines, feoffment, surrender, common recovery, or otherwise, as by the said *M. M.* her heirs or assigns, or her or their counsel learned in the law, shall be reasonably devised, or advised and required, so as such further assurance contain no further or other covenant or warranty, than against the acts of the person or persons so requested to make the same,

To do further
acts.

and so as such person or persons be not required PARTITION:
 or compellable for the doing thereof, to go or Disposition
 travel from his or her usual place of abode. AND of the money
 it is hereby declared and agreed by and between paid to the
 all the said parties to these presents, that the said trustees.
 sum of —, so paid into the hands of the said
U. U. is upon trust, that he, the said *U. U.* his
 executors, administrators, or assigns, shall and do,
 with the consent and approbation of the said *A. H.*
 in writing, under her hand and seal duly attested,
 lay out the same in the purchase of lands or tene-
 ments, freehold or copyhold, to be settled and
 conveyed to and for the same uses, trusts, intents,
 and purposes, and subject to the several provisos,
 articles, powers, and agreements, in the said recited
 indenture, of the — day of —, expressed and
 declared, or such of them as are now existing and
 capable of taking effect, and for this further intent
 that in the mean time, and until the said purchase
 can or shall be made, the said sum of —, shall
 be laid out and invested in some or one of the
 public stocks or funds carrying interest, and that
 the interest and dividends thereof, shall be paid to
 or received from time to time by such person
 or persons, as is, are, or will be intitled to the
 rents and profits of the said lands, tenements,
 and hereditaments, when purchased, accord-
 ing to the true intent and meaning of these
 presents, and of the said indenture of the —
 day of —. AND it is hereby further co-
 venanted, concluded, and agreed, by and be-
 tween the said *M. M.* and *A. H.* and they do
 hereby for themselves, and for their respective
 heirs, executors, and administrators, agree in manner
 following, (that is to say,) that they the said *M. M.*
 and *A. H.* shall and will, in or at *Michaelmas*
 term, now last past, or of some other ensuing
 term, acknowledge and levy, before his majesty's
 justices of the court of common pleas, at *West-*

Covenant to
levy a fine.

PARTITION: *minster*, one or more fine or fines, *sur conuizance de droit come ceo*, &c. to be ingrossed, recorded, and sued forth with proclamations, according to the course of fines in such cases used and accustomed, unto the said *J. M.* and his heirs, of all those the said two messuages or tenements, with the appurtenances, in —, and of all such part of the said messuage or tenement, farm, lands, hereditaments, and premises, at — aforesaid, as are freehold, by such names and descriptions, to ascertain the same, as shall be thought meet, which said fine or fines so as aforesaid, or in any other manner levied, or to be levied and acknowledged, and all and every other fine and fines, conveyances and assurances, whatsoever, heretofore had, made, levied, suffered, or executed, or hereafter to be had, made, levied, suffered, or executed, of the said hereditaments and premises, or any of them, or of any part thereof, either alone or together, with any other messuages, lands, or tenements, whatsoever, by or between the said parties hereto, or whereunto they or either of them are or shall be parties or privies, shall be and enure, and were and are meant and intended, and are hereby declared, by and between all the said parties to these presents, to be and enure, unto and for the several uses, intents, and purposes, and to the several provisos and agreements in these presents mentioned, expressed, and declared, of and concerning the same hereditaments and premises, and every part thereof, respectively, which said fine and fines shall be levied at the costs and charges of the said *M. M.* and *A. H.* in the proportions following, (that is to say) the fine of the said hereditaments in — aforesaid, shall be at the joint costs and charges of the said *M. M.* and *A. H.* their heirs or assigns, and the fine of the said hereditaments at — aforesaid, shall be at the costs and charges of the said *A. H.* her heirs

or assigns; and the said *M. M.* doth hereby for herself, her heirs, executors, and administrators, remise, release, and for ever quit claim unto the said *A. H.* her heirs, executors, and administrators, all and all manner of actions, cause and causes of actions, suits, accounts, things, reckonings, claims, and demands, whatsoever, which against the said *A. H.* she the said *M. M.* now hath, or which she, her heirs, executors, or administrators, can, shall, or may have, for or in respect of the rents and profits of the said hereditaments and premises, or any part thereof, or of any matter, cause, or thing, whatsoever, prior to the day of the date of these presents; and the said *A. H.* doth hereby for herself, her heirs, executors, and administrators, remise, release, and for ever quit claim unto the said *M. M.* her heirs, executors, and administrators, and all and all manner of actions, causes, and causes of actions, suits, accounts, reckonings, claims, and demands, whatsoever, which against the said *M. M.* she the said *A. H.* now hath, or which she, her heirs, executors, or administrators, can shall, or may have, for or in respect of the rents and profits of the said hereditaments and premises, or any part thereof, or of any matter, cause, or thing, whatsoever, prior to the day of the date of these presents. In witness, &c.

CONFIRMATION.

Release of all actions and demands.

Release as a Confirmation, by elder Brother, of an Estate devised to the second Brother.

THIS Indenture, made, &c. Between *R. P.* of, &c. eldest son and heir of *R. P.* late of, &c. esq. deceased, of the first part; and *J. P.* of —, in

CONFIRMATION.

Recital that
last will duly
executed.

the county of —, esq. of the other part. WHEREAS the said *R. P.* deceased, in and by his last will and testament, in writing, and by him duly executed and well attested, bearing date on or about the — day of —, which was in the year of our Lord —, did, amongst other things, give, demise, or bequeath, in the words, and to the effect following, viz.: and touching and concerning my real estate, I give and devise the same as follows. All those my manors, messuages, advowsons, tithes, and hereditaments, whatsoever, with their appurtenances, in the county of —, which are not settled on my eldest son; and also all my manors, &c. and all my other manors, messuages, lands, tenements, rents, tithes, advowsons, and hereditaments, whatsoever, and wheresoever, I have power to give and devise, by my said will, I give and devise the same to my son-in-law, *R. L.* esq. *J. R.* my brother *J. P.* and *F. S.* rector of —, and their heirs, to the use of them and their heirs, subject, nevertheless, unto and under the trusts, and to the intents and purposes hereinafter mentioned and declared; and first, my will and mind is, that if my personal estate shall fall short, or be deficient to pay my debts, and the legacies, annuities, and payments, in and by this my last will directed and appointed, or in case the same shall not be raised, paid, or secured, by and out of my personal estate, within — months after my decease, that then and in such case, my said trustees, and the survivor of them, and the heirs of such survivor, out of the rents, issues, and profits, of the said estate, by sale and mortgage of the same, or such part thereof as occasion shall require, shall raise all such sums of money as shall be necessary for the payment of what shall be then not paid, or secured to be paid, by and out of my personal estate aforesaid. AND my mind and will is, that the rest, residue, and

remainder, of my said real estate, before given in trust as aforesaid, shall be and remain in my said trustees and their heirs, to and for the benefit and advantage of my son *R. P.* for his life, and after his decease, in trust for the first and every other son of the said *R. P.* successively, in tail male, the eldest and the issue male of his body always to be preferred before the younger and his issue male, according to the seniority of age, and priority of birth; and for want of such issues to my right heirs for ever, subject, nevertheless, to the condition in the said will, and herein and hereinafter mentioned and provided, touching or concerning the same, which condition or provision is in the words, or to the effect following. AND whereas, I have limited my estate to my trustees, for the benefit of my son *R.* and his issue, subject to, and under a proviso or condition before mentioned; now my intent and meaning thereby is to prevent any difference that may arise concerning the said manors, lands, tenements, hereditaments, and estate, late of *T. P.* esq. in the county of —; and my mind and will is, that my son *R.* shall, within — months after my decease, (if required,) ratify and confirm unto my son *J.* and his heirs, by all such legal ways as the said *J. P.* and his heirs, or their counsel, shall advise or require, for the more effectual securing the same, and in case of his neglect or refusal, the estate, so as before limited, in trust for *R.* and his issue, shall cease and determine, and my trustees shall stand and be seised of the same, in trust for my son *J.* and the issue male of his body, in like manner, as the same were and are limited to my son *R.* and the issue male of his body, with such and the like remainders over, as aforesaid, as in and by the said in part recited will, may and will more fully and at large appear, reference, for the greater certainty thereof, being thereunto had. Now,

CONFIRMATION.

CONFIRMATION. therefore this Indenture witnesseth, that the said *R. P.* (party hereto) in pursuance and performance of the said recited will of the said *R. P.* his father, and for the preventing of any difference that may hereafter arise, and for quieting the said *J. P.* and his heirs, in the peaceable possession of the manors, messuages, lands, tenements, and hereditaments, hereinafter mentioned; and late the estate of *T. P.* esq. in the county of —, and also for and in consideration of the sum of — of lawful money of *Great Britain*, to him in hand paid by the said *J. P.* at, and at the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and likewise for divers other good causes and valuable considerations, he the said *R. P.* party to these presents, hath granted, bargained, sold, aliened, released, ratified, and confirmed, and by these presents doth grant, bargain, sell, alien, release, ratify, and confirm, unto the said *J. P.* (in his actual possession now being, by virtue of a bargain and sale to him thereof made, by the said *R. P.* party to these presents, for one whole year, by indenture, bearing date the day next before the day of the date of these presents, and commencing the day next before the day of the date hereof, and by force of the statute made for transferring uses into possession,) and to his heirs and assigns for ever, all that the manor, &c. and also all other the manors, or reputed manors, lands, tenements, and hereditaments whatsoever, of him the said *R. P.* in —, alias —, &c. or any of them, or elsewhere, in the said county of —, whereof or wherein he the said *R. P.* or any person or persons in trust for him, hath or have any estate in possession, reversion, remainder, or expectancy, together with all and singular the messuages, houses, outhouses, edifices, buildings, &c. pastures, feedings, wood, underwood, wood-grounds, with

Indenture witnesseth.

Consideration.

Grant, release, &c.

General words.

CONFIRMA-
TION.

the soil and ground of the same timber and trees, hedges, ditches, commons, and common of pasture, water, water-courses, ponds, pools, liberties, fishings, courts, courts-leet, courts-baron, views of frankpledge, perquisites and profits of courts and leets, waifs, estrays, heriots, felons goods, and goods of fugitives, rents-service, rents-seck, and all other rents and services whatsoever, wastes, waste-grounds, easements, passages, profits, commons, commodities, jurisdictions, emoluments, hereditaments, and appurtenances whatsoever, to the said manors or lordships, and premises, or any of them, belonging or in any wise appertaining, or reputed to belong thereto, or used therewith, and the reversion and reversions, remainder and remainders, together with the growing and other rents, issues, and profits thereof; and also all the estates, right, title, and interest, equity, property, claim, or demand whatsoever, of him the said *R. P.* party thereto, as son and heir of the said *R. P.* or under any other settlement heretofore made by *T. P.* esq. of —, alias —, in the said county of —, or under any other title or claim whatsoever, of, in, to, or out of the same, or any part or parcel thereof. To have and to hold the same manors or lordships, messuages, lands, and all and singular other the premises hereby granted and released, or intended so to be, with their and every of their appurtenances, unto the said *J. P.* his heirs and assigns, to the only proper use and behoof of the said *J. P.* his heirs and assigns, for ever, and to and for no other use, intent, or purpose whatsoever; and the said *R. P.* party hereto, for himself, his heirs, executors, and administrators, and for every of them, doth covenant, promise, and agree, to and with the said *J. P.* his heirs, executors, administrators, and assigns, by these presents, that the said *R. P.* party hereto,

Habendum to
him, his heirs,
and assigns for
ever.

Covenant for
further secu-
rity.

CONFIRMA-
TION.

hath not, at any time or times heretofore, had, made, done, committed, or suffered to be done, any matter or thing whatsoever, whereby or wherewith, or by means whereof the said granted premises, or any part thereof, are, is, shall, or may be any way impeached or incumbered, in title, charge, estate, or otherwise howsoever; and also notwithstanding any act, matter, or thing whatsoever, done or committed by him the said *R. P.* party to these presents, or by his order, consent, or privity, he the said *J. P.* and his heirs, shall and may, from time to time, and at all times hereafter, peaceably and quietly have, hold, possess, and enjoy the said hereby granted and released premises, with their appurtenances, without the lawful let, suit, claim, or disturbance, of him the said *R. P.* party hereto, his heirs and assigns, or of any other person or persons whatsoever, and likewise that he the said *R. P.* his heirs and assigns, and all and every other person or persons whatsoever, having, or claiming to have, any estate, right, title, or interest, of, in, to, or out of the said hereby granted and released premises, or any part thereof, by, from, or under him, them, or any of them, shall and will, from time to time, and at all times hereafter, upon every reasonable request, and at the costs and charges of the said *J. P.* his heirs or assigns, make, do, acknowledge, levy, suffer, and execute, or cause or procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further, better, and more effectual conveying and assuring of all and every the said hereinbefore granted and released premises, with the appurtenances, unto the said *J. P.* his heirs and assigns, to the only proper use and behoof of the said *J. P.* his heirs and assigns, for

ever, be the same by fine or fines, recovery or recoveries, deed or deeds, enrolled or not enrolled, or by any lawful ways or means whatsoever, as the said J. R. his heirs or assigns, or his or their counsel, learned in the law, shall be reasonably devised, or advised and required, for the doing and executing thereof. AND lastly, it is hereby further declared and agreed upon, by and between all and every the said parties to these presents, that all and every fine and fines, recovery and recoveries, conveyances and assurances in the law whatsoever, which at any time heretofore have been, and which at any time or times hereafter shall be acknowledged, levied, suffered, and executed, of the said premises before-mentioned, or any part thereof, alone or together, with any other lands or tenements, by or between the said parties, or any or either of them, either by themselves or together, with any other person or persons whomsoever, shall be and enure, and shall be construed, adjudged, and taken to have been, and are hereby declared to have been and enured, at the time of the execution of the same, to continue to be and enure, and the conuzee or conuzees therein named, and to be named, and his and their heirs, do stand, shall stand, and be seised of and in the said hereby granted and released premises, with their appurtenances, by force and in virtue of the said fine or fines, recovery or recoveries, conveyances, and assurances as aforesaid, as, to, for, and concerning the said premises hereinbefore granted and conveyed, to the sole and only proper use and behoof of the said J. P. his heirs and assigns, for ever, and to and for no other use, intent, or purpose whatsoever. IN WITNESS, &c.

CONFIRMATION.

EXCHANGE.

Deed of Exchange by Way of Release, grounded on a Lease for a Year. "Drawn by Mr. PICKERING."

THIS INDENTURE, made, &c. between *R. W.* of —, in the county palatine of —, esq. of the one part, and *A. W.* of —, in the parish of —, in the same county palatine, esq. of the other part. WITNESSETH, in consideration, that by indentures of lease and release, dated, or intended to bear date respectively, the lease of the — day of this instant, —, and the release bearing even date with these presents, he the said *A. W.* hath granted and conveyed, or will grant and convey, a messuage or tenement, and all and every the out-buildings, lands, meadows, pastures, and other appurtenances whatsoever, to the same belonging or appertaining, situate, lying, and being in — in the said county palatine, and now in the tenure or occupation of *B. D.* as tenant thereof to the said *R. W.* at or under the yearly rent of £ —; and also, all that inclosure or parcel of land, meadow, or pasture, lying and being in — afore-
 said, adjoining to the lane leading from — to —, and opposite to a messuage or tenement of him the said *R. W.* called —, and now in the occupation of the said *B. D.* and also the reversion and inheritance in fee simple immediately expectant upon the decease of *H.* widow, of and in a close, piece, or parcel of meadow ground, called the —, lying and being in — afore-
 said, containing, by estimation, — statute acres and an half, or thereabouts, and bounded on one side by —, and on the other opposite side by a close belonging to —, called the —, and now in the tenure or occupation of the said *B. D.* and computed to be of the annual value of £ —, unto, and to the use of the said *R. W.* and his

heirs; and also, in consideration of the sum of —, **EXCHANGE.**
of good and lawful money of *Great-Britain*, to ———
the said *R. W.* in hand, at or before the sealing
and delivering of these presents, well and truly
paid by the said *A. W.* the payment and receipt
whereof is hereby acknowledged, he the said
R. W. hath given, granted, bargained, sold;
aliened, remised, released, and quitted-claim and
confirmed, and. by these presents, doth give,
grant, bargain, sell, alien, remise, release, quit
claim, and confirm, unto the said *A. W.* and his
heirs, all that field, close, piece, or parcel of
land, commonly called or known by the name of
——, lying and being in —— and ——, or one
of them, in the said county palatine, containing,
by estimation, twenty-eight statute acres, or
thereabouts, and lately divided into two parts,
and now in the tenure or occupation of *P. R.* his
assigns or under-tenants, or at or under the clear
yearly rent of £——, and all ways, paths, passages, General words.
waters, water-courses, privileges, advantages, and
appurtenances whatsoever, to the said field, close,
piece, or parcel of ground belonging, or in any-
wise appertaining, (which said field, close, or
parcel of ground, with the appurtenances, is now
in the actual possession of the said *R. W.* by vir-
tue of a bargain and sale to him thereof made by
the said *R. W.* by indenture bearing date the day
next before the day of the date of these presents,
in consideration of 5 s. for the term of one whole
year, commencing from the day next before the
day of the date of the said indenture, and by force
of the statute made for transferring uses into pos-
session) and the reversion and reversions, re-
mainder and remainders, rents, issues, and pro-
fits of the said field, close, or parcel of land,
with the appurtenances; and also, all that rent-
charge, fee-farm rent, or other rent, or payment
of £—— a-year, of lawful money of *Great Britain*,

EXCHANGE. charged, arising, issuing, or payable upon or out of a certain messuage or tenement, called —, or out of a close or field called —, or out of some other lands or tenements, heretofore of *J. B.* late of —, in the said county palatine, esq. deceased, afterwards of *J. W.* of the city of —, esq. also deceased, and now of him the said *R. W.* situate, lying, and being in — aforesaid, and late in the tenure or occupation of *T. L.* deceased, his assigns or under-tenants; and all powers, authorities, and remedies whatsoever, for recovering, obtaining, or compelling payment of the same rent-charge, fee-farm rent, or other rent or payment, and all the estate, right, title, property, claim, and demand whatsoever, of him the said *R. W.* of, in, to, and out of the aforesaid field, close, piece, or parcel of ground, with the appurtenances; and the said rent-charge, fee-farm rent, or other rents or payments of £ — a-year, or either of them, and every or or any part thereof. To have and to hold the said field, close, piece or parcel of land hereinbefore mentioned, to be hereby granted and released, with all and every the appurtenances to the same belonging, unto the said *A. W.* his heirs and assigns, to the only proper use and behoof of the said *A. W.* his heirs and assigns, and to have, hold, retain, receive and take the said rent-charge, fee-farm rent, or other rent or payment of —, unto the the said *A. W.* his heirs and assigns, unto and for the only proper use and benefit of the said *A. W.* his heirs and assigns for ever. AND the said *R. W.* doth hereby for himself and his heirs, executors and administrators, respectively covenant, promise and agree, to and with the said *A. W.* his heirs and assigns, in manner following, (that is to say) that he the said *R. W.* his heirs and assigns, shall and may, from time to time, and at all times for ever hereafter, peaceably

To hold.

Parcels.

Covenant for
quiet enjoyment.

and quietly enter upon, have, hold, occupy, EXCHANGE.
 possess and enjoy the said field, close piece, or Free from in-
 parcel of land, with the appurtenances, and the cumbrances.
 said rent-charge, fee-farm rent, or other rent or
 payment of — a-year hereinbefore mentioned
 to be hereby granted and released, and to have,
 receive, and take the rents, issues and profits of
 the said field, close, piece or parcel of land, and
 also to have and take, or retain the said rent-
 charge, fee-farm rent, or other rent, or payment
 of —, to and for his and their own use and
 benefit, without any lawful let, suit, trouble,
 molestation, interruption, eviction or denial, of
 from, or by the said *R. W.* his heirs or assigns, or
 any other person or persons whomsoever, any
 estate, right, title, use, trust, property, claim
 or demand whatsoever, lawfully or equitably
 having or claiming, or to have or claim, of, in,
 to, or out the said field, close, piece or parcel of
 ground, and rent-charge, fee-farm or other rent,
 or payment of — a-year, or either of them, or
 any part thereof, by, through, from or under the
 said *R. W.* his heirs or assigns, or any of the an-
 cestors of the said *R. W.* or by or through their
 or any of their means, consent, privity or pro-
 curement. AND that free and clear, freely and
 clearly acquitted, exonerated and discharged, or
 otherwise, by the said *R. W.* his heirs, executors
 or administrators, well and sufficiently saved
 harmless, and kept indemnified, of, from, and
 against, all and all manner of former and other
 gifts, grants, bargains, sales, mortgages, settle-
 ments, jointures, dowers, uses, trusts, devises,
 intails, judgments, statutes, recognizances, ex-
 tents, executions, seifures, sequestrations, post-
 fines, amerciements, and all other estates, charges,
 and incumbrances whatsoever, had, made, done,
 executed,* or wittingly or willingly permitted or
 suffered by the said *R. W.* or any of his ancestors,

EXCHANGE. or any other person or persons whomsoever, claiming or to claim, by, from, or under him, them, or any of them. AND moreover, that such son of the said *R. W.* as shall or may become entitled to the said field, close, or parcel of land and rent-charge, fee-farm rent, or payment, by virtue of any settlement or conveyance, shall, when he shall arrive at the age of — years, suffer a recovery of the said premises, at the costs and charges of the said *R. W.* his executors or administrators, and shall declare the uses thereof to the said *A. W.* and his heirs, and also that he the said *R. W.* and his heirs, and all and every other person and persons whomsoever, now or at any time hereafter lawfully or equitably having or claiming any estate, right, title, or interest, into or out of the said field, close, piece or parcel of land, with the appurtenances and rent-charge, fee-farm rent, or other rent or payment of — a-year, hereinbefore mentioned to be hereby granted and released, or either of them, or any part thereof, shall and will, from time to time, and at all times hereafter, upon the reasonable request, and at the costs and charges of the said *A. W.* and his heirs or assigns, do and execute all such further and other lawful and reasonable act and acts, thing and things, devises, conveyances and assurances in the law whatsoever, for the further, better, more perfect, and absolute granting, conveying, assuring, and sure making the said field, close, piece or parcel of land, and rent-charge, fee-farm rent, or other rent, or payment of — a year, unto and to the use of the said *R. W.* his heirs and assigns for ever. **PROVIDED** always, and it is hereby declared and agreed, by and between the said parties hereto, and the true intent and meaning of them, and of these presents nevertheless, is, that if the said *A. W.* his heirs or assigns, or any person or persons lawfully claiming or to claim, by,

Proviso for re-
entry.

from, or under him, them, or any of them, shall EXCHANGE.
at any time hereafter (without his or their wilful neglect or default) be evicted or turned out of the possession of the said messuage or tenement, lands, meadows, pastures and appurtenances thereto belonging, and the said close, piece or parcel of meadow ground, which by the hereinbefore mentioned indentures of lease and release, of the — — day of this instant, and even date herewith, are or shall be granted and conveyed by the said *R. W.* unto and to the use of the said *A. W.* and his heirs, by any person or persons, any estate, right, title or interest, lawfully or equitably having or claiming, or to have or claim, in, to, or out of the same premises, so as that the said *A. W.* his heirs or assigns, or any person or persons lawfully claiming or to claim, by, from, or under him, them, or any of them, shall or may be prevented or hindered from holding and enjoying the same, according to the true intent and meaning of the said indenture of release, bearing even date herewith, then and in such case these presents, and the estate and interest hereby granted, released, and conveyed, to the said *R. W.* and his heirs, and all and every clause, covenant, matter and thing herein contained, shall cease determine, and be utterly void and of no effect; and it shall and may in such case be lawful, to and for the said *R. W.* his heirs or assigns, or any other person or persons lawfully claiming, or to claim, by, from, or under him, them, or any of them, into or upon the said field, close, or parcel of land called — —, to enter, have, hold and enjoy the same, and to have, receive and take the rents, issues and profits thereof, as also the said rent-charge, fee-farm rent, or other rent or payment of — — a-year, to his or their own use or uses, in such and the same manner, to all intents and purposes whatsoever, as he or they might or could

LAND-TAX. have done if these presents had never been made or executed, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding. In witness, &c.

Conveyance by Tenant for Life, under the Land Tax Act.

INDENTURE between *H. B.* of —, eldest son, heir at law, and devisee named in the last will and testament of *H. B.* late of —, esq. deceased, of the first part; *A. B.* of —, *C. D.* of —, two of the commissioners appointed by his Majesty's royal sign manual to carry into execution the several acts of Parliament made, and in force for the redemption and purchase of the land tax, in the county of —, of the second part; and *C. B.* of —, esq. of the third part. [*Reciting shortly a conveyance of premises to H. B. in fee, the will of H. B. and his death.*] AND whereas, by an Act of Parliament, made and passed in the 38th year of his present Majesty's reign, intituled, "An act for making perpetual, subject to redemption and purchase in the manner therein stated, the several sums of money now charged in *Great Britain* as a land tax, for one year, from the — day of —," it was enacted, (among other things) that it should be lawful for all persons therein described, whereon any land tax thereby made saleable should be charged (except as therein excepted) to contract and agree with the commissioners, specially to be appointed for the purposes of this act, in the county wherein such hereditaments are situate, for the redemption of the said land tax, charged

thereon, or any part thereof, upon the terms and **LAND-TAX.** conditions, and subject to the regulations therein mentioned, provided they should contract on or before the — day of —, and that for the purpose of redeeming or purchasing the land-tax, charged on any hereditaments, it should be lawful for all and every person and persons, being in the actual possession, or intitled beneficially to the rents and profits thereof, but not having the absolute property thereof (other than and except as therein excepted) to sell such part or parts of such hereditaments as should be eligible and necessary for the redeeming or purchasing such land-tax, by indenture or indentures, duly sealed and delivered, and executed and enrolled, or registered, as therein mentioned, absolutely to convey the same, freed and discharged from the land-tax, unto any person or persons whomsoever. PROVIDED always, that no sale, conveyance, or grant, which should be made by virtue and in pursuance of this act, should be valid and effectual, unless two at least of the commissioners to be specifically appointed for the purposes of this act, in the county where the said hereditaments to be sold should be situate, should certify their consent thereto, and approbation thereof, by signing and sealing the same as parties thereto. And it was thereby further enacted, that every sale which should be made by virtue of this act, should, after the same should be enrolled or registered as aforesaid, and after the payment of the purchase-money into the bank of *England*, in the manner therein directed, be good, valid, and effectual in the law, to all intents and purposes whatsoever. PROVIDED also, and it is hereby further enacted, that every sale of any hereditaments to be made for the purpose of purchasing land-tax, under this act, should be by public auction, before two or more of the commissioners specially to be appointed

LAND-TAX. for the purpose thereof, or some person or persons appointed by them for that purpose, and such commissioners should cause notice to be published in some newspapers usually circulated in the county or place where such property intended to be sold should be situate, of such sale, at least ten days before the same should take place. **PROVIDED** also, and it is enacted, that before any sale as aforesaid should be made by virtue of this act, the person or persons desirous of making the same should produce to the commissioners, specially to be appointed for the purposes of this act, in the county where the manors, messuages, lands, tenements and hereditaments intended to be sold are situate, a schedule in writing, declaring the quantity or duration of the estate or estates which he, she, or they shall have in the hereditaments whereon the land-tax proposed to be redeemed should be charged, and if the same should be an estate of inheritance, then the name or names of the person or persons next entitled to any beneficial interest in such hereditaments, expectant on the determination of the immediate estate or interest therein. And also that all and every sum and sums of money to arise by virtue of any sale to be made in pursuance thereof, should be paid by the respective purchasers into the bank of *England*, to be there placed to the account of the commissioners for the reduction of the national debt, under the title, "An account of the sale of the land-tax," who should keep distinct accounts thereof, and invest the same in the purchase of three per cent. bank annuities, according to the directions of this act, and the receipt of the cashiers of the bank, or any one of them, should be a full and sufficient discharge to the several purchasers paying in such monies as aforesaid. **PROVIDED** also, that no other or greater quantity of estate should be sold than what should

appear to the commissioners eligible and necessary LAND-TAX to be sold for the purposes aforesaid. PROVIDED also, that the said commissioners should not certify their consent to, or approbation of any such sale as aforesaid, without having an estimate in writing upon oath, or solemn affirmation, of the value of such part of the estate as should be proposed to be sold, and that the sale thereof would not materially injure the residue of the estate remaining unsold, and that the part so proposed to be sold is proper, (considering all circumstances) to be sold for the purposes as aforesaid. AND whereas, by another act of parliament, passed in the 39th year of his said Majesty's reign, entitled "An act to enlarge the time limited for the redemption of the land-tax, to amend and explain the last mentioned act," further time hath been given for purchasing the said land-tax, as in and by the said recited indentures, common recovery, will, and acts of parliament, relation being thereunto had, will more fully and at large appear. AND whereas, the said *H. B.* (party hereto), being desirous of redeeming, as well the land-tax, payable by and out of the same tithes and hereditaments, as by and out of other the manors, messuages, farms, lands, and hereditaments, of which the said *H. B.* (party hereto) is tenant for life, with remainder as aforesaid, situate, lying and being in the parishes of — and —, in the said county of —, amounting together to the yearly sum of —, as by the schedule hereunder written, or hereupon indorsed, marked letter —, reference being thereunto had may appear. AND whereas, the said *A. B.* and *C. D.* have contracted and agreed with the said *H. B.* (party hereto) for the redemption of the land-tax, charged upon the said — and hereditaments according to the assessment and rate made in pursuance of the said act of parliament of the thirty-

LAND-TAX. eighth year of his present Majesty's reign, in consideration of the sum of —, three per cent. consols. to be transferred to the said commissioners in the proportions, and at the times in the certificate hereunder written or hereupon indorsed, marked letter —, mentioned. **AND** whereas, for the purposes of redeeming or purchasing the said lands, the tithes of the eastern division of —, of which the tithes hereinafter particularly mentioned and described, and hereby conveyed, or mentioned or intended so to be, constitute a part, were, (after due notice, published in the newspapers, usually circulated in the said county, of —, of such sale, at least — days before the same, was to take place on the — day of —,) put up to sale by public auction, before —, being a person appointed by the said *A. B.* and *C. D.* for that purpose; and which tithes were distributed and divided into several lots or divisions, distinguished by numbers, as mentioned in the printed particulars and conditions of sale of the estates, delivered out and published by —, a copy whereof is hereunto annexed, and the said tithes and hereditaments hereinafter particularly mentioned and described, and intended to be hereby conveyed, were comprised and contained in such of the said lots as was distinguished by the number —, in the said printed particulars. **AND** whereas, the said *C. B.* having at the sale bid the sum of —, for the purchase of such of the said tithes, as were comprised and contained in such of the said lots as was distinguished by number —, and being the highest bidder for the same, was thereupon declared and allowed the purchaser at or for the same sum of —. **AND** whereas, by a condition contained in the said printed particulars, the land-tax for the several lots was to be purchased by the vendor, and the respective purchasers were to pay the vendor (over

and above the sum bid) the price of redemption LAND-TAX. of the land-tax of each respective lot, by transferring to the vendor as much stock as he should have paid for the purchase thereof: and in regard that the whole of the tithes of the said tithing, are assessed to the land-tax in one intire sum, it was proposed, that such sum shall be apportioned, and that a part thereof should be paid for by the purchaser of each lot according to the value set on the tithes in such lot, in the estimate of Messrs. *W.* and *K.* of —, and in the proportion which such value bore to the aggregate amount of the said tithes, according to the same estimate. AND whereas, according to the value set on the said tithes comprised and contained in such of the said lots as is distinguished by number —, in the said printed particulars in the said estimate of Messrs. *W.* and *K.* the proportionate sum to be paid by the purchaser of lot number —, for the tithes comprised therein amount to the sum of —, three per cent. consolidated bank annuities. AND whereas, the said *C. B.* hath on or before the day of the date of these presents, transferred, or cause to be transferred, the sum of — three per cent. consolidated bank annuities, into the name of the said *H. B.* (party hereto) the transfer whereof the said *H. B.* (party hereto) doth hereby acknowledge, and of and from the same and every part thereof, doth acquit, release, exonerate, and for ever discharge the said *C. B.* his heirs, executors, administrators, and assigns, and every of them by these presents. Now this indenture witnesseth, that for and in consideration of the said sum of —, three per cent. per annum, consolidated bank annuities, so transferred into the name of the said *H. B.* (party hereto,) as aforesaid, and also of £ —, of lawful money of *Great Britain*, with the consent, and by the direction and appointment of the said *H. B.* (party hereto,) testified by his being

Indenture witnesseth.

LAND-TAX. a party to, and sealing and delivering these presents, paid by the said *C. B.* into the bank of *England*, to be there placed to the account of the commissioners for the reduction of the national debt, under the title, "An account of the sale of the land-tax;" as, by a receipt, or certificate, under the hand of —, one of the cashiers of the bank of *England*, bearing date the — day of — last, relation being thereunto had, may appear: **AND** in consideration of —, of lawful money of *Great Britain*, by the said *C. B.* to the said *H. B.* in hand well and truly paid, at or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *H. B.* by virtue, and in pursuance of the power and authority, powers and authorities, vested in him by the said several acts of parliament hereinbefore referred to, or either of them, or by any subsequent or other act or acts of parliament, relating to the same, or the disposition of the said land-tax, and every other power and authority, powers and authorities, in him vested, or in any wise enabling him in that behalf, hath granted, bargained, sold, disposed of, and confirmed, and by this indenture duly sealed and delivered, and intended to be enrolled and registered as the law requires for conveyances of estates, sold for redemption of the land-tax, doth, with the consent, authority, and approbation of the said *A. B.* and *C. D.* commissioners as aforesaid, and testified in manner aforesaid, having had an estimate in writing, upon oath, of the value of the said tithes and hereditaments, and that the sale thereof will not materially injure the residue of the estate remaining unsold, certified by their signing and sealing, and being parties to these presents, grant, bargain, sell, dispose of, and confirm, unto the said *C. B.* his heirs and assigns, all those the tithes, of what nature or kind soever, from time to time,

Grant, &c.

Parcels.

every two years of every three years, alternately, PORTION.
 arising, growing, or receiving out of, in, or upon ———
 or from all, &c. all which said messuage or tene-
 ment, garden, farm, lands, tenements, and here-
 ditaments, are situate, lying and being in the
 eastern division of the tithing of ———, in the
 parish of ———, in the said county of ———, and
 every part thereof, which said tithes and heredi-
 taments are now let to ———, and are mentioned
 and comprised in lot ——— of the said printed
 particulars and the reversion and reversions,
 remainder and remainders, yearly, or other rents,
 issues, and profits, thereof. In witness, &c.

Operative part of a Release of a Portion.

NOW THIS INDENTURE WITNESSETH, that he
 the said T. O. for divers good and valuable con-
 siderations, him thereto moving, and to enable
 the said G. C. (so far as is in the power of him
 the said T. O.) to make sale, dispose of, and convey
 all and every the said manors, &c. late of the said
 A. O. freed and acquitted, and absolutely exempt-
 ed and discharged of and from the payment of the
 said sum of ———, and every part thereof, and of
 10s. to the said T. O. well and truly paid by the
 said G. O. at or before the sealing and delivery
 of these presents, the receipt whereof is hereby ac-
 knowleged, he the said T. O. doth hereby for
 himself, his executors and administrators, remise,
 release, acquit, exonerate, and for ever discharge
 the said G. C. his heirs and assigns, and each and
 every of them, and the said manors, &c. in the

PORTION. said indenture of the — day of —, mentioned, and every part thereof, and all other the manors, &c. late of the said *A. O.* deceased, and each and every of them, and every part thereof, of, from, and against all actions, suits, writings, covenants, &c. which against the said *G. C.* his heirs or assigns, or any of them, or the said manors, &c. in the said — mentioned, or any of them, or any part thereof, or any other of the manors, &c. late of the said *A. O.* deceased, or any part thereof, he, the said *I. O.* ever, and then had, or which he or his executors, or administrators, or any of them could, should, or might have claim, make, set up, challenge, or demand, for or by reason of the then present share, proportion, or interest, or of any contingences, or other estate, or interest, of him the said *T. O.* of and in the aforesaid several sums of — and —, so allotted to answer the said —, as aforesaid, or either of them, or any part thereof, or the said —, or of any part or share thereof, or of any part thereof, or for or by reason of the hereinbefore mentioned, covenant and charge of the said *A. O.* or any other covenant, charge or incumbrance for securing the payment of the said sums of — and —, so allotted to answer the said sum of —, or either of them, or any part thereof, or the said £—, or any part thereof, or for or by reason of any other matter, cause, or thing whatsoever, or howsoever relating thereto, so that the said *T. O.* his executors, and administrators, and every of them, and all other persons claiming under him or them, shall not at any time hereafter, in any manner howsoever, or in any contingency or event whatsoever, have, make, set up, challenge, or demand any share or proportions of the said several sums, or any part thereof, but of and from the same and every part thereof, and all claims and demands whatsoever, in respect thereof, and all

means and remedies for the raising, recovery, or payment thereof, shall from thenceforth for ever hereafter, be utterly debarred and excluded by these presents. PROVIDED ALWAYS, and it is hereby declared and agreed, by and between the said parties to these presents, that in case the said G. C. or his heirs, or the said C. S. and S. or the survivor of them, his heirs or assigns, or any purchasers from or under him or them, of the said manor and premises hereby released, or the heirs or assigns of such purchasers, shall at any time hereafter, be minded to make a grant and release, of or to substitute any other manor &c. in the place and stead of the manor and premises hereby released, and shall at his and their own charges, in such manner as the said F. and M. or the survivor of them, his heirs or assigns, or his or their counsel shall devise and require, make and execute a grant and release to the said F. and M. or the survivor of them, his heirs or assigns, of any other manors, &c. for an absolute estate of inheritance in fee simple, and the clear yearly value thereof, over and above all reprises, should not be less than £—— a year, upon the several trusts, and to and for the several intents and purposes hereinbefore expressed and declared for the purpose of securing the due payment of the said rent-charge of £—— per annum, the said fee-farm rent of £——, and the said annual sum of ——, and all taxes imposed on, and expences of repairing and upholding from time to time the said alms-house, with the appurtenances, and of protecting and indemnifying the residue of the said lands and hereditaments so vested in the said S. and S. in trust for sale, as aforesaid, and the several purchasers thereof, their heirs, executors, and administrators, goods and effects, of, from, and against all and every the said outgoing and incumbrances, and every part thereof, respectively, and from and against all charges,



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